Exeter

Zone 5

Part 4 – Compassion Center Required Application Forms

CC FORM 1 – GENERAL CONTACT INFORMATION, TAXPAYER IDENTIFICATION AND AFFIRMATIONS

1	**COMPANY NAME** **(legal name, and any d/b/a name(s), if applicable)**	Solar Therapeutics Rhode Island, Inc.
	Application ZONE#	**Zone 5** **(note separate applications and application fees are required to apply to multiple zones)**
2	**BUSINESS STREET ADDRESS**	DarrowEverett LLP, One Turks Head Place, Suite 1200
3	**CITY, STATE, ZIP**	Providence, RI 02903
4	**STREET ADDRESS OF PROPOSED LICENSED PREMISES FOR RETAIL SALES OF MEDICAL MARIJUANA**	570 Nooseneck Hill Road
5	**CITY, STATE, ZIP**	Exeter, RI 02822

6	**PLAT#/LOT# OF PROPOSED LICENSED PREMISES FOR RETAIL SALES OF MEDICAL MARIJUANA**	Plat 46, Block 2, Lot 5, Zone B
7	**SQUARE FOOTAGE OF PROPOSED FACILITY FOR RETAIL SALE OF MARIJUANA**	+/- 6, 905 sq. ft.
8	**FEIN:** (Federal Employer Identification Number)	[redacted]
9	**TELEPHONE NUMBER**	**AREA CODE NUMBER EXTENSION** (401)-453-1200 Ext. N/A
10	**FAX NUMBER (if not applicable, put "N/A")**	**AREA CODE NUMBER EXTENSION** (401)-453-1201 Ext. N/A
11	**TOLL FREE NUMBER (if not applicable, put "N/A")**	**AREA CODE NUMBER EXTENSION** (N/A) - Ext.
12	**COMPLIANCE OFFICER Identification and Contact Information**	**Applicant must appoint a Compliance Officer to whom information, notices, and documents will be sent. The Department reserves the right to contact and/or send notices and other correspondence to Applicant by email and/or post mail. It is Applicant's responsibility to ensure that the Compliance Officer information is correct and up to date at all times following application and throughout licensure.**
	Name:	Shannon Venezia
	Title:	Director of Compliance

	Mailing Address:	1400 Brayton Point Road, Somerset, MA 02725
	Email Address:	shannon@solarthera.com
	Phone Number	**(508)-300-3438** **Ext.** **N/A** **AREA CODE NUMBER EXTENSION**
	Fax Number (if not applicable, put "N/A")	**(N/A) - Ext.** **AREA CODE NUMBER EXTENSION**

TAXPAYER STATUS

All persons and entities applying for or renewing any license, registration, permit, or other authority (hereinafter called "licensee") to conduct a business or occupation in the state of Rhode Island are required to file all applicable tax returns and pay all taxes owed to the state prior to receiving a license as mandated by R.I. Gen. Laws Chapter 5-76, except as noted below.

PLEASE CHECK ONE BOX BELOW OR APPLICATION WILL BE CONSIDERED INCOMPLETE

☒ I hereby declare, under penalty of perjury, that I have filed all required state tax returns and have paid all taxes owed.

☐ I have entered a written installment agreement to pay delinquent taxes that is satisfactory to the Tax Administrator.

☐ I am currently pursuing administrative review of taxes owed to the state.

☐ I am in federal bankruptcy. (Case #_____)

☐ I am in state receivership. (Case #_____)

☐ I have been discharged from Bankruptcy. (Case #_____)

Name of Taxpayer/Entity Number Solar Therapeutics Rhode Island, Inc

[redacted]

Social Security or Federal Tax Identification

CC Form 1 - AFFIRMATIONS

Applicant hereby understands and affirms the following:

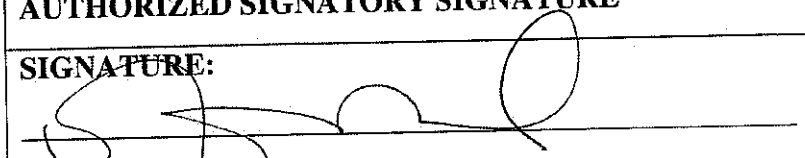
1. The burden of proving an Applicant's qualifications rests on the party applying for the license.
2. The Department of Business Regulation may deny an Application that contains a material misstatement, omission, misrepresentation, or untruth.
3. An Application shall be complete in every material detail.
4. The Department of Business Regulation may rescind its approval of a Compassion Center License if Applicant has not completed the pre-requisites for issuance of the license as described in the Regulations within nine (9) months of their approval.
5. Regarding the location of the licensed premises, Applicant commits to the following:
   a. The premises and operations of Applicant shall conform to local zoning requirements.
   b. The Compassion Center License shall be conspicuously displayed at the licensed premises.
6. Regarding manufacturing, Applicant commits to having any form of manufacturing that uses a heat source or flammable/combustible material approved by the State Fire Marshal and/or the local fire department.
7. Applicant commits to not using any compressed, flammable gas as a solvent in any solvent extraction process, manufacturing or for any other purpose.
8. Applicant commits to not acquiring medical marijuana from anyone other than a licensed cultivator in accordance with the Act and the Regulations.
9. Applicant commits to the limitations set forth in the Act and the Regulations and understands that they are limited to possessing marijuana only as permitted in the Act and the Regulations.
10. Applicant understands that the licensed premises may not be within 1,000 feet of the property line of a preexisting public or private school.
11. Applicant hereby acknowledges that its employees covered by the National Labor Relations Act or the Rhode Island State Labor Relations Act have the right to form, attempt to form or join a union in the workplace. Applicant acknowledges that its covered employees may be fairly represented by a union if one is formed. Applicant also acknowledges that its employees have the right to refuse to do any or all of these things and that Applicant may not interfere with, restrain or coerce employees in the exercise of these rights.
12. Applicant understands that a licensed compassion center and any interest holders/key persons thereof may not have any material financial interest or control in another Rhode Island licensed compassion center, licensed cultivator or a licensed cooperative cultivation or in a Rhode Island Department of Health approved third party testing provider and vice versa.

SIGNATURE FOR CC FORM 1

The undersigned attests that Applicant organization understands and will adhere to the all requirements of the Act and the Regulations, including but not limited to those listed above, and that they have the authority to bind Applicant organization to all requirements.

The undersigned Authorized Signatory of Applicant hereby acknowledges and agrees that Applicant/Licensee has a continuing obligation to disclose any changes to the entirety of this Application for Medical Marijuana Compassion Center License and shall provide written notice to the Department within thirty (30) days of any change of the information provided herein including all Forms, Annexes, Exhibits, Documents and Deliverables submitted in connection with or as part of the application process; each such notice shall include an updated Form, Annex, Exhibit, Document or Deliverable, as the case may be.

Under penalty of perjury, the undersigned hereby declares and verifies that all statements on and information contained in this Application including all Forms, Annexes, Exhibits, Documents and Deliverables submitted herewith, are complete, true, correct and accurate.

AUTHORIZED SIGNATORY SIGNATURE	
SIGNATURE:  **Print Name:** Nicholas J. Hemond, Esq. **Print Title:** Director	**DATE:** 12/15/2020

Updated to 7/16/2020

CC FORM 2
Disclosure of Owners and Other Interest Holders

Name of Applicant/Licensee: _____

Section I: Owners and Other Interest Holders

List (A.) all persons and/or entities with any ownership interest with respect to applicant/licensee, **and** (B.) all officers, directors, members, managers or agents of applicant/licensee, **and** (C.) all persons or entities with managing or operational control with respect to applicant/licensee, its operations, the license and/or licensed facilities whether they have an ownership interest or not, **and** (D.) all investors or other persons or entities with any financial interest whether they have ownership interest or not, **and** (E.) all persons or entities that hold interest(s) arising under shared management companies, management agreements, or other agreements that afford third-party management or operational control with respect to applicant/licensee, its operations, the license and/or the licensed facilities (all persons and entities described in (A)-(E) being hereinafter individually referred to as an "Interest Holder" and collectively referred to as "Interest Holders").

To the extent that any Interest Holder is an entity (corporation, partnership, LLC, *etc.*), list all Interest Holders in that entity until all such Interest Holders are identified and disclosed down to the individual person level. Attach a separate sheet(s) if necessary.

A. LIST ALL PERSONS AND/OR ENTITIES WITH ANY OWNERSHIP INTEREST IN APPLICANT/LICENSEE (including corporation stockholders, LLC members, and partners if a partnership; this includes parent companies if applicant/licensee is a subsidiary of another entity).

To the extent that any Interest Holder is an entity (corporation, partnership, LLC, *etc.*), list all Interest Holders in that entity until all such Interest Holders are identified and disclosed down to the individual person level.

Name Rapoza INV LLC	Title Sole Member		SSN/FEIN [redacted]	DOB N/A	App submitted? ☐Yes ☐No
Address (residence if an individual) 1785 County Street	City Somerset	State MA	ZIP 02726	Phone Number (774) 930-3013	
Business Associated with (Applicant, parent business or sub-entity) Solar Therapeutics Rhode Island, Inc.	Own. % Business Associated with Sole Member of Solar Therapeutics Rhode Island, Inc.			Effective Own. % in Applicant 100% Ownership in Solar Therapeutics Rhode Island, Inc.	
Name	Title		SSN/FEIN	DOB	App submitted? ☐Yes ☐No
Address (residence if an individual)	City	State	ZIP	Phone Number ( )	
Business Associated with (Applicant, parent business or sub-entity)	Own. % Business Associated with			Effective Own. % in Applicant	
Name	Title		SSN/FEIN	DOB	App submitted? ☐Yes ☐No
Address (residence if an individual)	City	State	ZIP	Phone Number ( )	
Business Associated with (Applicant, parent business or sub-entity)	Own. % Business Associated with			Effective Own. % in Applicant	
Name	Title		SSN/FEIN	DOB	App submitted? ☐Yes ☐No
Address (residence if an individual)	City	State	ZIP	Phone Number ( )	

Business Associated with (Applicant, parent business or sub-entity)	Own. % Business Associated with	Effective Own. % in Applicant

Name	Title	SSN/FEIN	DOB	App submitted? ☐Yes ☐No

Address (residence if an individual)	City	State	ZIP	Phone Number ( )

Business Associated with (Applicant, parent business or sub-entity)	Own. % Business Associated with	Effective Own. % in Applicant

Name	Title	SSN/FEIN	DOB	App submitted? ☐Yes ☐No

Address (residence if an individual)	City	State	ZIP	Phone Number ( )

Business Associated with (Applicant, parent business or sub-entity)	Own. % Business Associated with	Effective Own. % in Applicant

Name	Title	SSN/FEIN	DOB	App submitted? ☐Yes ☐No

Address (residence if an individual)	City	State	ZIP	Phone Number ( )

Business Associated with (Applicant, parent business or sub-entity)	Own. % Business Associated with	Effective Own. % in Applicant

B. LIST ALL OFFICERS, DIRECTORS, MANAGERS, MEMBERS OR AGENTS OF APPLICANT/LICENSEE AND ANY OTHER ENTITIES DESCRIBED IN SECTION A.

To the extent that any such Interest Holder is an entity (corporation, partnership, LLC, *etc.*), list all Interest Holders in that entity until all such Interest Holders are identified and disclosed down to the individual person level.

Name	Title	SSN/FEIN	DOB	App submitted? ☐Yes ☐No
Nicholas J. Hemond, Esq.	Director	[redacted]	[redacted]	

Address (residence if an individual)	City	State	ZIP	Phone Number
[redacted]	Providence	RI	02908	[redacted]

Business Associated with (Applicant, parent business or sub-entity)	Title (officer, director, manager, etc.)
Solar Therapeutics Rhode Island, Inc.	Director/President

Name	Title	SSN/FEIN	DOB	App submitted? ☐Yes ☐No
Ronald Rapoport	Director	[redacted]	5/12/1948	

Address (residence if an individual)	City	State	ZIP	Phone Number
[redacted]	Tiverton	RI	02878	(401) 481-2101

Business Associated with (Applicant, parent business or sub-entity)	Title (officer, director, manager, etc.)
Solar Therapeutics Rhode Island, Inc.	Director/Treasurer

Name	Title	SSN/FEIN	DOB	App submitted? ☐Yes ☐No
Jill Nasuti	Director	[redacted]	[redacted]	

Address (residence if an individual)	City	State	ZIP	Phone Number
[redacted]	Barrington	RI	02806	[redacted]

Business Associated with (Applicant, parent business or sub-entity)	Title (officer, director, manager, etc.)
Solar Therapeutics Rhode Island, Inc.	Director/Secretary

Name	Title	SSN/FEIN	DOB	App submitted? ☐Yes ☐No
Rapoza INV LLC	Sole Member	[redacted]	N/A	

Address (residence if an individual)	City	State	ZIP	Phone Number
1785 County Street	Somerset	MA	02726	(774) 930-3013
Business Associated with (Applicant, parent business or sub-entity) Solar Therapeutics Rhode Island, Inc.	Title (officer, director, manager, etc.) Sole Member			
Name Ronald Rapoza	Title Sole Member	SSN/FEIN [redacted]	DOB [redacted]	App submitted? ☐Yes ☐No
Address (residence if an individual) [redacted]	City Somerset	State MA	ZIP 02726	Phone Number ([redacted]
Business Associated with (Applicant, parent business or sub-entity) Rapoza INV LLC	Title (officer, director, manager, etc.) Sole Member			
Name	Title	SSN/FEIN	DOB	App submitted? ☐Yes ☐No
Address (residence if an individual)	City	State	ZIP	Phone Number ( )
Business Associated with (Applicant, parent business or sub-entity)	Title (officer, director, manager, etc.)			
Name	Title	SSN/FEIN	DOB	App submitted? ☐Yes ☐No
Address (residence if an individual)	City	State	ZIP	Phone Number ( )
Business Associated with (Applicant, parent business or sub-entity)	Title (officer, director, manager, etc.)			

C. LIST ALL PERSONS OR ENTITIES WHO HAVE MANAGING OR OPERATIONAL CONTROL WITH RESPECT TO APPLICANT/LICENSEE, ANY OTHER ENTITIES DESCRIBED IN SECTIONS A OR B, ITS OPERATIONS, THE LICENSE, AND/OR LICENSED FACILITIES (WHETHER THEY HAVE AN OWNERSHIP INTEREST OR NOT).

To the extent that any such Interest Holder is an entity (corporation, partnership, LLC, *etc.*), list all Interest Holders in that entity until all such Interest Holders are identified and disclosed down to the individual person level.

Name	Title	SSN/FEIN	DOB	App submitted?
Rapoza INV LLC	Sole Member	[redacted]	N/A	☐Yes ☐No
Address (residence if an individual) 1785 County Street	City Somerset	State MA	ZIP 02726	Phone Number (774) 930-3013
Business Associated with (Applicant, parent business or sub-entity) Solar Therapeutics Rhode Island, Inc.	Role, interest, etc. Sole Member and 100% Owner and Working Capital Contributor			
Name Ronald Rapoza	Title Sole Member	SSN/FEIN [redacted]	DOB 11/27/1952	App submitted? ☐Yes ☐No
Address (residence if an individual) [redacted]	City Somerset	State MA	ZIP 02726	Phone Number ([redacted]
Business Associated with (Applicant, parent business or sub-entity) Rapoza INV LLC	Role, interest, etc. Sole Member of Rapoza INV LLC			
Name Dow Dispensary Management, LLC	Title Consultant	SSN/FEIN [redacted]	DOB N/A	App submitted? ☐Yes ☐No
Address (residence if an individual) DarrowEverett LLP, One Turks Head Place, Suite 1200	City Providence	State RI	ZIP 02903	Phone Number (401) 453-1200

Business Associated with (Applicant, parent business or sub-entity) Solar Therapeutics Rhode Island, Inc. and Rapoza INV LLC		Role, interest, etc. Consultant to Solar Therapeutics Rhode Island, Inc.		
Name Edward Dow III	Title Sole Member of Dow Dispensary Management, LLC	SSN/FEIN [redacted]	DOB [redacted]	App submitted? ☐Yes ☐No
Address (residence if an individual) [redacted]	City Bourne	State MA	ZIP 02532	Phone Number ([redacted]
Business Associated with (Applicant, parent business or sub-entity) Dow Dispensary Management, LLC		Role, interest, etc. Sole Member of Dow Dispensary Management, LLC		
Name	Title	SSN/FEIN	DOB	App submitted? ☐Yes ☐No
Address (residence if an individual)	City	State	ZIP	Phone Number ( )
Business Associated with (Applicant, parent business or sub-entity)		Role, interest, etc.		
Name	Title	SSN/FEIN	DOB	App submitted? ☐Yes ☐No
Address (residence if an individual)	City	State	ZIP	Phone Number ( )
Business Associated with (Applicant, parent business or sub-entity)		Role, interest, etc.		
Name	Title	SSN/FEIN	DOB	App submitted? ☐Yes ☐No
Address (residence if an individual)	City	State	ZIP	Phone Number ( )
Business Associated with (Applicant, parent business or sub-entity)		Role, interest, etc.		

D. LIST ALL INVESTORS OR OTHER PERSONS OR ENTITIES WHO HAVE ANY FINANCIAL INTEREST WITH RESPECT TO APPLICANT/LICENSEE, ANY OTHER ENTITIES DESCRIBED IN SECTIONS A, B OR C, ITS OPERATIONS, THE LICENSE, AND/OR LICENSED FACILITIES (WHETHER THEY HAVE AN OWNERSHIP INTEREST OR NOT).

To the extent that any such Interest Holder is an entity (corporation, partnership, LLC, *etc.*), list all Interest Holders in that entity until all such Interest Holders are identified and disclosed down to the individual person level.

Name Rapoza INV LLC	Title Sole Member	SSN/FEIN [redacted]	DOB N/A	App submitted? ☐Yes ☐No
Address (residence if an individual) 1785 County Street	City Somerset	State MA	ZIP 02726	Phone Number (774) 930-3013
Business Associated with (Applicant, parent business or sub-entity) Solar Therapeutics Rhode Island, Inc.		Interest Sole Member and 100% Owner and Working Capital Contributor		
Name Ronald Rapoza	Title Sole Member	SSN/FEIN [redacted]	DOB [redacted]	App submitted? ☐Yes ☐No
Address (residence if an individual) [redacted]	City Somerset	State MA	ZIP 02726	Phone Number ([redacted]
Business Associated with (Applicant, parent business or sub-entity) Rapoza INV LLC		Interest Sole Member of Rapoza INV LLC		

Name Edward Dow III	Title Sole Member of Dow Dispensary Management, LLC	SSN/FEIN [redacted]	DOB [redacted]	App submitted? ☐Yes ☐No
Address (residence if an individual) [redacted]	City Bourne	State MA	ZIP 02532	Phone Number [redacted]
Business Associated with (Applicant, parent business or sub-entity) Dow Dispensary Management, LLC	Interest Sole Member of Dow Dispensary Management, LLC			

Name	Title	SSN/FEIN	DOB	App submitted? ☐Yes ☐No
Address (residence if an individual)	City	State	ZIP	Phone Number ( )
Business Associated with (Applicant, parent business or sub-entity)	Interest			

Name	Title	SSN/FEIN	DOB	App submitted? ☐Yes ☐No
Address (residence if an individual)	City	State	ZIP	Phone Number ( )
Business Associated with (Applicant, parent business or sub-entity)	Interest			

Name	Title	SSN/FEIN	DOB	App submitted? ☐Yes ☐No
Address (residence if an individual)	City	State	ZIP	Phone Number ( )
Business Associated with (Applicant, parent business or sub-entity)	Interest			

Name	Title	SSN/FEIN	DOB	App submitted? ☐Yes ☐No
Address (residence if an individual)	City	State	ZIP	Phone Number ( )
Business Associated with (Applicant, parent business or sub-entity)	Interest			

E. LIST ALL PERSONS OR ENTITIES THAT HOLD INTEREST(S) ARISING UNDER SHARED MANAGEMENT COMPANIES, MANAGEMENT AGREEMENTS, OR OTHER AGREEMENTS THAT AFFORD THIRD-PARTY MANAGEMENT OR OPERATIONAL CONTROL WITH RESPECT TO APPLICANT/LICENSEE, ITS OPERATIONS, THE LICENSE AND/OR THE LICENSED FACILITIES.

To the extent that any such Interest Holder is an entity (corporation, partnership, LLC, *etc.*), list all Interest Holders in that entity until all such Interest Holders are identified and disclosed down to the individual person level.

Name Dow Dispensary Management, LLC	Title Consultant	SSN/FEIN [redacted]	DOB N/A	App submitted? ☐Yes ☐No
Address (residence if an individual) DarrowEverett LLP, One Turks Head Place, Suite 1200	City Providence	State RI	ZIP 02903	Phone Number (401) 453-1200
Business Associated with (Applicant, parent business or sub-entity) Solar Therapeutics Rhode Island, Inc. and Rapoza INV LLC	Interest Consultant to Solar Therapeutics Rhode Island, Inc.			

Name Edward Dow III	Title Sole Member of Dow Dispensary Management, LLC	SSN/FEIN [redacted]	DOB [redacted]	App submitted? ☐Yes ☐No

Updated to 7/16/2020

Address (residence if an individual) [redacted]	City Bourne	State MA	ZIP 02532	Phone Number ([redacted]
Business Associated with (Applicant, parent business or sub-entity) Dow Dispensary Management, LLC		Interest Sole Member of Dow Dispensary Management, LLC		

Name	Title	SSN/FEIN	DOB	App submitted? ☐Yes ☐No
Address (residence if an individual)	City	State	ZIP	Phone Number ( )
Business Associated with (Applicant, parent business or sub-entity)		Interest		

Name	Title	SSN/FEIN	DOB	App submitted? ☐Yes ☐No
Address (residence if an individual)	City	State	ZIP	Phone Number ( )
Business Associated with (Applicant, parent business or sub-entity)		Interest		

Name	Title	SSN/FEIN	DOB	App submitted? ☐Yes ☐No
Address (residence if an individual)	City	State	ZIP	Phone Number ( )
Business Associated with (Applicant, parent business or sub-entity)		Interest		

Name	Title	SSN/FEIN	DOB	App submitted? ☐Yes ☐No
Address (residence if an individual)	City	State	ZIP	Phone Number ( )
Business Associated with (Applicant, parent business or sub-entity)		Interest		

Name	Title	SSN/FEIN	DOB	App submitted? ☐Yes ☐No
Address (residence if an individual)	City	State	ZIP	Phone Number ( )
Business Associated with (Applicant, parent business or sub-entity)		Interest		

Section II: List all persons (including individuals, firms, partnerships, corporations, limited liability companies, trusts), besides the owners and other Interest Holders previously listed in this Form [2], who/that will loan, give, or otherwise provide money, property interests, equipment, inventory, furniture, licensing or other proprietary rights to or for use in this business, or hold a security interest therein; or who will receive money, profits, proprietary rights or other interests from this business. Attach a separate sheet if necessary. If any such person is an entity, list all persons with any ownership in or control of that entity.

Name	Date of Birth	SSN/FEIN	Interest/Dollar Amount
Rapoza INV LLC	N/A	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]

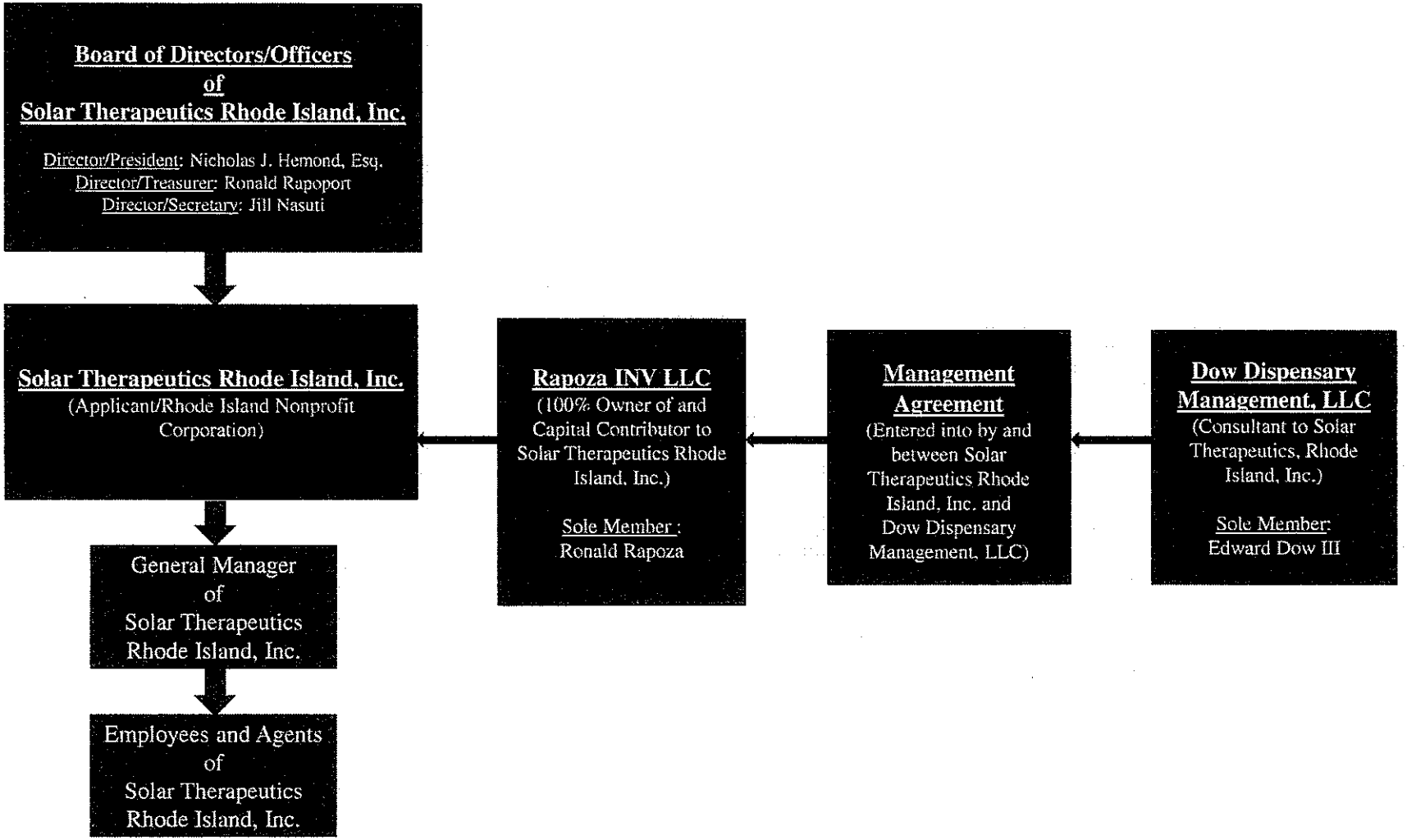
Section III:

A. Attach an organizational chart that clearly depicts all Interest Holders identified in this Form 2.

B. Attach a list of all Interest Holders identified in Section I(A) and I(D) of Form 2 that are individual persons and include the effective ownership percentage and dollar amount of each Interest Holder's interest with respect to Applicant/Licensee, its operations, the license and/or licensed facilities. List them in order of their effective ownership percentage.

C. Attach a list of all Interest Holders identified in Section I(A), I(B), I(C) and I(E) of Form 2 and include the dollar amount of annual compensation/remuneration paid/to be paid to such Interest Holders with respect to Applicant/Licensee, its operations, the license and/or licensed facilities for the last five years.

The organizational chart and accompanying lists should follow the form and structure of the sample charts and lists included with this form.


Board of Directors/Officers
of
Solar Therapeutics Rhode Island, Inc.
Director/President: Nicholas J. Hemond, Esq.
Director/Treasurer: Ronald Rapoport
Director/Secretary: Jill Nasuti
Solar Therapeutics Rhode Island, Inc.
(Applicant/Rhode Island Nonprofit Corporation)
General Manager
of
Solar Therapeutics
Rhode Island, Inc.
Employees and Agents
of
Solar Therapeutics
Rhode Island, Inc.
Rapoza INV LLC
(100% Owner of and Capital Contributor to Solar Therapeutics Rhode Island, Inc.)
Sole Member:
Ronald Rapoza
Management Agreement
(Entered into by and between Solar Therapeutics Rhode Island, Inc. and Dow Dispensary Management, LLC)
Dow Dispensary Management, LLC
(Consultant to Solar Therapeutics, Rhode Island, Inc.)
Sole Member:
Edward Dow III

Owners by Effective Percentage of Ownership

[redacted]

Effective Percentage of Ownership | Capital Contributions, if any

[redacted]

Third Party Management/Operation Agreements

Entity

Dow Dispensary Management LLC

2019 Comp	2018 Comp	2017 Comp	2016 Comp	2015 Comp
[redacted]				

Directors, Officers, and Key Persons

Name

Hemond, Nicholas

Rapoport, Ronald

Nasuti, Jill

Rapoza, Ronald

Dow, Edward

2019 Comp	2018 Comp	2017 Comp	2016 Comp	2015 Comp
[redacted]				

CERTIFICATION AS TO CC FORM 2

The undersigned duly authorized signatory of Applicant/Licensee, in his/her capacity as such, for and on behalf of Applicant/Licensee, after due inquiry, hereby certifies to the Office of Cannabis Regulation of the Department of Business Regulation (the "Department" or "DBR") that it/he/she has disclosed to the Department in this Form 2:

(A) With respect to Applicant/Licensee, all persons and entities that:

(i) Are owners, members, officers, directors, managers, or agents of Applicant/Licensee; and

(ii) Have/will have managing or operational control with respect to Applicant/Licensee, its operations, the license and/or licensed facilities whether they have an ownership interest or not; and

(iii) Are investors or have any other financial interest therein; and

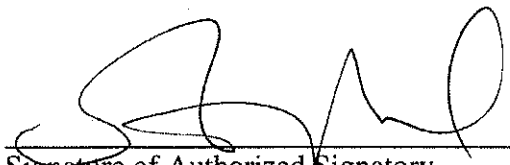
(iv) Hold interest(s) arising under shared management companies, management agreements, or other agreements that afford third-party management or operational control with respect to Applicant/Licensee, its operations, the proposed license, and/or the licensed facilities (any person or entity in the foregoing (i), (ii) and (iii) being herein individually referred to as an "interest holder" and all such persons and entities in the foregoing (i), (ii), (iii), and (iv) being collectively referred to as the "interest holders"); and

(B) To the extent that any interest holder described in (A) above is an entity, all interest holders in that entity until all such interest holders are identified and disclosed down to the individual person level.

The undersigned, after due inquiry, further certifies to the Department that, except for the license that is the subject of this Form 2 and except as permitted under R.I. Gen. Laws § 21-28.6-12(b)(10), no "interest holder" disclosed herein is an "interest holder" with respect to any other license issued by, or license application made to, the Department as to a "marijuana establishment licensee" as defined in R.I. Gen. Laws § 21-28.6-3(17).

The undersigned hereby acknowledges and agrees that Applicant/Licensee has a continuing obligation to disclose any changes and shall provide written notice to the Department within thirty (30) days of any change of the persons/entities/interest holders described and the certifications made in this Form 2 and that each such notice shall include an updated Form 2.

Under penalty of perjury, I hereby declare and verify that all statements on and information submitted with this Form 2 are complete, true, correct, and accurate.



Signature of Authorized Signatory

12/15/2020
Date

Nicholas J. Hemond, Esq.
Printed Name
Print Title: Director
Print Name of Applicant/Licensee: Solar Therapeutics Rhode Island, Inc.

CC FORM 3

Owners and Interest Holders Certification Statement Form

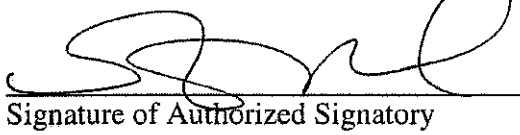
On behalf of Applicant, and with respect to Applicant and each of the Interest Holders/Key Persons described in Form 2, the undersigned certifies as follows:

1. Has the Applicant or any Owner or Interest Holder or any marijuana business entity or its equivalent in which such persons hold or have held an interest or a medical marijuana or other marijuana or cannabis license, registration or authorization in another state or jurisdiction, ever been disciplined (discipline includes without limitation any denial, suspension, revocation, fines or other sanction of the license, registration or authorization) by any state or jurisdiction? If "Yes" provide a brief explanation, copies of all documentation and name/address/phone number/contact person for the licensing/registration/authorization authority.	Yes ☐	No ☒
2. Has the Applicant and/or any Owner or Interest Holder ever been denied a professional license, privilege of taking an examination, or had a professional license or permit disciplined by a licensing authority in Rhode Island or any other state or jurisdiction (discipline includes without limitation any denial, suspension, revocation, fines or other sanction of the license, registration or authorization)? If "Yes" provide a brief explanation, copies of all documentation and name/address/phone number/contact person for the licensing/registration/authorization authority.	Yes ☐	No ☒
3. Is any Owner or Interest Holder employed by the State of Rhode Island? If "Yes" please describe below.	Yes ☐	No ☒

4. Does the Applicant, or any Owner or Interest Holder have any "material financial interest or control" (as defined in § 1.1.1(A)(30) of the Regulations) in another Rhode Island licensed cultivator, a compassion center, a licensed cooperative cultivation, or a Rhode Island DOH-approved third party testing provider or vice versa. If "Yes" describe below:	Yes ☐	No ☒
_____ _____		
5. Applicant acknowledges that it fully understands that:		
a. Marijuana is a Schedule I controlled substance under the Controlled Substances Act of 1970 (21 U.S.C. 801 *et seq.);*	Yes ☒	No ☐
b. The manufacturing, distribution, cultivation, processing, possession, or possession with intent to distribute a Schedule I controlled substance, or conspiring or attempting to do so, are offenses subject to harsh penalties under federal law and could result in arrest, prosecution, conviction, incarceration, fine, seizure of property, and loss of licenses or other privileges;	Yes ☒	No ☐
c. Any activity regarding marijuana that does not comply with Rhode Island law or regulations is a violation of State law and could result in arrest, prosecution, conviction, incarceration, fine, seizure of property, and loss of licenses or other privileges; and	Yes ☒	No ☐
d. Applicant must comply with the requirements of R.I. Gen. Laws § 21-28.6-12(c)(7) and § 1.4(C) of the Regulations pertaining to criminal identification records checks prior to licensure.	Yes ☒	No ☐
6. Applicant acknowledges that Application Fees are non-refundable.	Yes ☒	No ☐
7. Applicant acknowledges that in filing an Application for a license, the following: a. The Department of Business Regulation is vested with certain authority and discretion under the Act and Regulations with respect to review and approval of a Compassion Center License; and b. The Department of Business Regulation's decision in approving or denying an Application shall be final subject to the provisions of the Administrative Procedures Act codified in R.I. Gen. Laws § 42-35-1 *et seq.*	Yes ☒ Yes ☒	No ☐ No ☐

The undersigned hereby acknowledges and agrees that Applicant/Licensee has a continuing obligation to disclose any changes and shall provide written notice to the Department within thirty (30) days of any change of the information provided and the certifications made in this Form 3 and that each such notice shall include an updated Form 3.

Under penalty of perjury, I hereby declare and verify that all statements on and information submitted with this Form 3 are complete, true, correct, and accurate.



Signature of Authorized Signatory

12/15/2020
Date

Nicholas J. Hemond, Esq.
Printed Name
Print Title: Director
Print Name of Applicant/Licensee: Solar Therapeutics Rhode Island, Inc.

CC FORM 4
CERTIFICATION REGARDING NONPROFIT STATUS AND COMPLIANCE

The undersigned duly authorized signatory of Applicant/Licensee, in his/her capacity as such, for and on behalf of Applicant/Licensee, after due inquiry, hereby certifies to the Office of Cannabis Regulation of the Department of Business Regulation (the "Department" or "DBR") as follows:

1. Nonprofit Status and Operation

   A. The Applicant/Licensee is and shall be operated on a not-for-profit basis for the mutual benefit of its patients in compliance with The Edward O. Hawkins and Thomas C. Slater Medical Marijuana Act, Chapter 21-28.6 of the Rhode Island General Laws and the regulations promulgated thereunder.

   B. Compassion centers shall not be organized, structured or operated in a manner that violates R.I. Gen. Laws § 21-28.6-12(f), or which would cause medical marijuana and medical marijuana products to be priced at unreasonable rates, as determined by DBR, in accordance with R.I. Gen. Laws § 21-28.6-12(d)(2)(iii).

   C. The Applicant/Licensee is a nonprofit corporation organized, existing and in good standing under the laws of the State of Rhode Island, including the Rhode Island Nonprofit Corporation Act, R.I. Gen. Laws Chapter 7-6, as evidenced in Annex A attached hereto, which includes the following documents:

      i. A written overview of Applicant's corporate structure as a nonprofit entity, a listing of all board members, officers, and other key persons along with copies of their resumes, job descriptions, roles and duties.
      ii. Applicant's nonprofit Articles of Incorporation filed with RI Secretary of State (SOS) in accordance with R.I. Gen. Laws Chapter 7-6;
      iii. Applicant's corporate Bylaws;
      iv. Applicant's Certificate of Good Standing from the RI SOS; and
      v. If applicable, documentation evidencing tax-exempt organization status under US Internal Revenue Code.

2. Management Companies and Vendors

   A. All contracts and agreements, including any loan or other financing agreements, with all management companies and vendors shall be on commercially reasonable terms and provide for compensation/remuneration at fair market value for the subject services, supplies, equipment, and other goods.

   B. Attached hereto as Annex B is a list of all management companies used/to be used to supply services, supplies, equipment and/or other goods to the compassion center Applicant/Licensee. This list must also include a list of all persons (names and addresses)

who have any ownership or financial interest (officers, directors, stockholders of 5% or more, LLC managers or members, and/or partners) in or operations or managerial control over the management company.

C. Attached hereto as Annex C is a list of all anticipated vendors used/to be used to supply services, supplies, equipment and/or other goods to the compassion center Applicant/Licensee of $100,000 or more per calendar year. This list must also include a list of all persons (names and addresses) who have any ownership or financial interest (officers, directors, stockholders of 5% or more, LLC managers or members, and/or partners) in or operations or managerial control over the management company.

D. Attached hereto as Annex D are copies of any/all agreements, contracts and proposals with management companies, vendors, or other contractors, including copies of any proposed management agreements, leases, loans, contracts, or any other documentation reflecting the terms and conditions of any relationships and/or interests between the nonprofit entity and these agents, persons, or entities. Applicant must include any subsidiaries/parent companies associated with these agents, persons, or entities in the overview and organizational chart and/or any other entities engaged in similar cannabis activities which have shared owners, officers, directors or key persons.

3. Related Party Transactions

A. Attached hereto as Annex E is a list of all financial transactions between Applicant/Licensee, on the one hand, and any immediate family member(s)[1] (whether directly or through an entity in which such family member(s) has an interest) of an officer, director, manager or other person having managerial or operational control of Applicant/Licensee, on the other hand.

B. All such financial transactions are on commercially reasonable terms and provide for compensation/remuneration at fair market value for the subject matter thereof.

4. Real Estate and Equipment

A. Attached hereto as Annex F is a list of all real estate to be purchased or leased by Applicant/Licensee; and

B. Attached hereto as Annex G is a list of all equipment to be purchased or leased by Applicant/Licensee involving compensation/remuneration of $100,000 or more per calendar year.

C. Such purchase and lease transactions are on commercially reasonable terms and provide for compensation/remuneration at fair market value for the subject matter thereof.

[1] "Family members" means and includes a spouse, parent, grandparent, child, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law and includes adopted, half and step members.

5. Compensation of Officers, Directors and Employees

   A. Attached hereto as Annex H is a schedule of annual compensation as to:
      i. All officers, directors, managers, and other persons having managerial or operational control of Applicant/Licensee; and
      ii. The ten (10) other persons with the highest-level annual compensation.

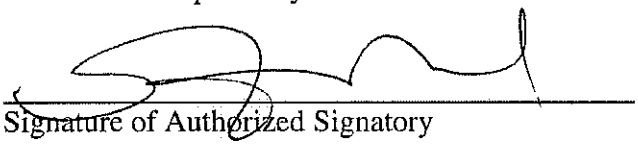
   B. Applicant/Licensee is in compliance with the compensation, dividend and loan provisions of the Rhode Island Nonprofit Corporation Act, R.I. Gen. Laws Chapter 7-6, including §§ 7-6-26.1, 7-6-31, and 7-6-32.

6. Revenue Sharing

   Applicant/Licensee is not and shall not become a party to any revenue or profit-sharing agreements or other arrangements involving sharing of, or compensation/remuneration based upon a percentage of, the compassion center's revenues or profits.

The undersigned hereby acknowledges and agrees that Applicant/Licensee has a continuing obligation to disclose any changes and shall provide written notice to the Department within thirty (30) days of any change of the information provided and the certifications made in this Certification and that each such notice shall include an updated Certification and all annexes hereto.

Under penalty of perjury, the undersigned hereby declares and verifies that all statements on this Certification are complete, true, correct and accurate and all applicable information and deliverables required by this form are attached in Annexes A through H.



Signature of Authorized Signatory

12/15/2020
Date

Nicholas J. Hemond, Esq.
Printed Name
Print Title: Director
Print Name of Applicant/Licensee: Solar Therapeutics Rhode Island, Inc.

INSTRUCTIONS FOR CC FORM 4 ANNEXES

Attach separate pages for each Annex, A through H, to CC Form 4. If the information to be provided on any Annex is "none", put "none" on that Annex page.

The materials must demonstrate Applicant's understanding of and ability to comply with the requirements under the Act and the Regulations.

Annex A

Solar Therapeutics Rhode Island, Inc.

Solar Therapeutics Rhode Island, Inc. ("Solar Thera") is a non-profit corporation, headquartered in Providence, Rhode Island. The affairs and property of Solar Thera shall be managed by or under the direction of the Board of Directors. The number of directors shall be at least three (3) and shall always be an odd number. Within the specified limits, the numbers of directors can be increased or decreased from time to time, by resolution of the Board, but such action by the Board shall require a vote of a majority of the Entire Board and no decrease shall shorten the term of any director then in office. As used in these by-laws, the term "Entire Board" shall mean the total number of directors entitled to vote which the Corporation would have if there were no vacancies on the Board. All directors shall be residents of the State of Rhode Island. Solar Thera's Board of directors include Nicholas Hemond, Ronald Rapoport, and Jill Nasuti. The Board of directors shall also serve as the officers of the non-profit corporation which include President, Treasurer, and Secretary.

The President shall preside at all meetings of the Board. He or she shall have the general powers and duties of supervision and management of the Corporation which usually pertain to his or her office, and shall keep the Board fully informed of the activities of the Corporation. The President shall perform all such other duties as are properly required of him or her by the Board. He or she has the power to sign and execute alone in the name of the Corporation all contracts authorized either generally or specifically by the Board, unless the Board shall specifically require an additional signature.

The Secretary shall record and keep the minutes of all meetings of the Board in books kept for that purpose. He or she shall see that all notices and reports are given and served as required by law or these by-laws. He or she shall affix the corporate seal to and sign such instruments as require the seal and his or her signature and shall perform all duties as usually pertain to his or her office or as are properly required of him or her by the Board.

The Treasurer shall have the care and custody of all the funds and securities of the Corporation and shall keep full and accurate accounts of all moneys received and paid by him or her

on account of the Corporation. The Treasurer shall exhibit at all reasonable times the Corporation's books of account and records to any of the directors of the Corporation upon request at the office of the Corporation. He or she shall render a detailed statement to the Board of the condition of the finances of the Corporation at the annual meeting of the Board and shall perform such other duties as usually pertain to his or her office or as are properly required of him or her by the Board.

Ron Rapoza

[redacted]

Professional Experience

SOMERSET GLASS CO. INC. "SGC" – Founder of a fully licensed and insured glazing company that has been serving southern New England for over forty years. SGC specializes in commercial, industrial, and residential glazing. Customers include architects, general contractors, government organizations, private businesses and homeowners. The business is divided into two segments:

Commercial - Provide the installation of architectural aluminum products for new construction and retrofits. Products are Impact/Blast resistant & purchased from industry leading suppliers installed in accordance with manufacturer specifications.

Residential - Provide residential glazing services to Somerset and the immediate surrounding areas. Performed in accordance with federal, state, and/ or local codes.

Selected Projects:
St. Annes Credit Union, Fall River MA
Fall River Country Club
Dunkin Donuts, Swansea MA
Ghenta Dental Group, Dartmouth MA
Panera Bread, Cambridge MA

Cannabis Experience

Solar Therapeutics – Board of directors since April of 2019, responsible for attending Solar board meetings, voting on proposed motions, and providing advice to Solar management on an as needed basis.

1400 Brayton Point Road
Somerset, MA 02725

Edward F. Dow III

[redacted]

EXPERIENCE

Solar Therapeutics, Inc. **December 2017 – present**
Chief Executive Officer

Solar Therapeutics Inc. (Solar) is a licensed Medical and Adult Use Marijuana company within Massachusetts. Solar has corporate headquarters in Southeast Massachusetts within a 67,000 square foot, solar-powered facility in Somerset, Massachusetts. Responsibilities include partnering with local municipalities, working with safety officials and regulatory authorities at a State and local level, public outreach, and charitable donations. Edward is responsible for overseeing the Board of Directors, all operations, management, logistics, and financials of the company. Sales estimated at over 10 million dollars per year.

Dow Capital Partners **May 2017 – present**
Chief Executive Officer

Dow Capital Partners is a venture capital company, comprised of a diverse group of professionals with a strong focus on emerging medical markets. Edward is responsible for the investment direction of this company, and controls over 9 million dollars of assets. Primary responsibilities involve regular interfacing with legal teams, investors, forming corporate contracts and operating agreements. Dow Capital also functions as a management group for a non-profit, Solar Therapeutics.

Bay State Metal Finishing, Corporation **January 2012 – 2019**
President and Founder

Bay State Metal Finishing provides engineered metal finishes used within multiple high-tech industries including oceanography, aeronautics, and automated machinery. Customers include AUV manufacturers, machine shops, marine and industrial contractors, welding and fabrication companies, among others. Duties involved design and construction of an industrial processing facility while working with all relevant local and federal zoning authorities, permitting boards, along with engineers, contractors, and local municipalities. Special variances were routinely worked through, as well as continual collaboration with regulatory authorities. Facility includes advanced process equipment, gantry cranes, automated HVAC systems, and on-site water treatment plant. Ongoing duties involve regular interfacing with customers, routine project management, maintaining delivery schedules, hiring, maintaining safety and compliance, payroll, and handling all necessary location and equipment expansion.

Woods Hole Oceanographic Institution (WHOI) contractor **January 2012 – mid 2014**
Engineer – Contractor; Deep Submergence Laboratory's (DSL)

Field operations engineer with DSL. Duties included mobilizing, demobilizing, and deployment of ROV Jason, a remotely operated underwater vehicle. ROV Jason is operated worldwide and adapted as needed for numerous work vessels. Extensive mechanical and electrical systems are routinely assembled and disassembled on site. Assembly and transport requires extensive logistical shipping, management between contractors, routine heavy equipment and crane operations, as well as hard 'shipping out' deadlines.

Woods Hole Oceanographic Institution (WHOI)- Woods Hole, MA **December 2009 - 2012**

Engineering Assistant III - Advanced Engineering Lab (AEL)

Team member within a mechanical engineering "job-shop". Experienced all levels of projects from small engineering modifications, to advanced ship structure additions. Duties started with managing a cost-center and build schedule for a specific commercial instrument. Responsibilities evolved into more advanced design participation and management, and to becoming the lead designer and manager on multiple projects.

Detailed project CV and cruise schedule available.

Wolseley PLC - Stock Building Supply - Lakeville, MA **December 2006 - mid 2009**

Outside Sales, Inside Sales, Manager in Training

Hired as part of the Manager in Training program, position evolved into outside sales. Responsibilities included opening new accounts with contractors and developers, establishing qualified leads, planning and implementing successful events for prospective and existing customers, creating quotes from plans, setting prices, and establishing deliveries corresponding with build schedules.

- Selected by divisional management to establish new sales territory in "green" areas. Started with zero sales, established additional 75-100k+ in new sales per month. Managed delivery and construction schedules to keep jobs running efficiently with all necessary materials.
- Established increased levels of synergy by collaborating with inside sales representatives and management.
- Graduated top in our Manager in Training program. One of two graduates out of 120 selected to conduct Outside Sales in a multi-billion dollar company.
- As a Manager in Training, chosen to review our storage and disposal Standard Operating Procedures. Increased efficiency and reduced waste by relocating and replacing vital equipment. Cut departmental waste costs by 75 percent. Introduced a free recycling service in which all proceeds are donated to local elementary schools.

RELEVANT STUDY

- Completed 1 year-long Management training program. Included 4 weeks of intensive classwork and instruction at Raleigh, NC corporate headquarters, as well as participation in every department.
- Extensive sales training, both inside and outside sales.
- Draftsman experience, in-depth understanding of design and construction plans.
- Proficient with Microsoft Office, and most office management programs.
- Proficient with Autodesk Inventor 3D modeling software.
- Proficient with Solid Works.
- Strong mechanical design skills.
- Extensive experience with power tools, hand tools, machinery, and fork lift certified.
- Overhead hoist and rigging training.
- Multiple OSHA class training.
- Extensive seamanship experience, holding various USCG and WHOI certifications.

EDUCATION

University of New Hampshire - Durham, NH **2001 - 2005**
B.A. Art History Major, Applied Architecture Minor
President of Freshman Dorm Association

MAJOR PROJECT AND CRUISE INVOLVEMENT

- Korean Long Core ~2.5milion USD system designed and built, at WHOI and sold to Korean government. Lead engineer for the crane davit system.
- Jason Operations Engineer
  - July-August 2011 -R/V Atlantis. Astoria, OR. Chadwick. Juan de Fuca Ridge.
  - May-June 2012 -R/V Atlantis. Bridgetown, Barbados. Van Dover.
  - Oct-Nov 2012 -R/V Knorr. Azores to Charleston, SC. Luther.
  - April-May 2013 -R/V Ron Brown. Charleston, SC.
  - July 2013 -R/V Atlantis. Astoria, OR.
- Coastal Moored Profilers (CMP) and Coastal Winch Profilers (CWP). Maintained and deployed CMP and CWP fleet around the world for long-term data-gathering. Supervised a team of engineering assistants and scheduled deployments/recoveries as well as the assembly of CMP's/CWP's and maintenance scheduling.
- Knorr "Down Hole Transducer" – lead design engineer and project manager (under principle engineer Terry Hammar) tasked with designing new sub-structure for a research vehicle. Approximately 1" thick structural steel frame and tube, galvanized, retractable via hydraulic system, and approximately 60' in overall length. Received numerous accolades, design was adapted to other major NOAA and WHOI vessels.

JILL NASUTI

REAL ESTATE * FINANCIAL ANALYSIS* OPERATIONS MANAGEMENT

CONTACT

[redacted]

EDUCATION

- Master of Business Administration (MBA), Bryant University, Smithfield, RI
- BS, University of Massachusetts, Dartmouth, MA. Major: Finance

SKILLS

- Entrepreneurship
- Financial Analysis
- Real Estate
- Acquisitions and Development
- Marketing and Operations
- Staff Supervision
- Attention to Detail
- Financial Aptitude
- Forecasting Abilities
- Business Consulting
- Customer Service
- Relationship Building
- Market Analysis
- Sales
- Negotiation
- Excellent Communicator
- Results-Driven
- Highly-Organized
- Training & Program Facilitator
- MS Excel/Complex Spreadsheets
- Pivot Tables and Vlookups
- Quickbooks
- Manage Multiple Priorities Well
- Tracking and Reporting

INTERESTS

- Family
- Real Estate, Finance, Entrepreneurship
- Traveling

PROFESSIONAL HIGHLIGHTS

- Manages all operations: human resources, marketing, customer service, sales and finances
- Creates and presents business plans, projected financials, merger & acquisition analysis
- Forecasts sales, manages expenses, streamlines processes to gain efficiencies/profits
- Develops marketing strategies, reviews performance data to increase revenue and KPI's
- Strong negotiator, able to build relationships, influence and drive results
- Focused on the customer, continually seeking process improvement and quality assurance
- Self-starter able to work collaboratively to meet and exceed goals
- Highly analytical, able to synthesize information quickly and understand complex issues
- Deadline driven, able to be flexible and adapt to changing priorities/deliverables

REAL ESTATE MANAGEMENT AND FINANCIAL SERVICES

CAPE LANDING REAL ESTATE, Bourne, MA — 2019-Present

Owner/Principal Broker

- Closed over $7M in Real Estate sales within first year of operations
- Recruited and tripled the amount of licensed Real Estate agents on staff within the first year
- Designed marketing material, web content, online and print advertising to grow business

LD & A, Providence, RI — 2019-Present

Commercial Real Estate Financial Analyst

- Provides clients with access & representation to the real estate asset & equity capital markets
- Analyzes financial statements such as Profit & Loss statements, balance sheets, tax documents, commercial leases and rent rolls to forecast & project profitability
- Underwrites and services loans for a broad base of financial institutions and portfolio lenders

FRANCHISEE OWNERSHIP/OPERATIONS MANAGEMENT

SUBWAY RESTAURANT, Seekonk, MA — 2016-Present

Owner/Franchisee

- Increased revenue by 14% annually while decreasing food costs by 6%
- Consistently recognized as being a top 3 Subway store for customer satisfaction
- Serves over 1,000 customers weekly and produces higher revenues than average Subways
- Recognized and interviewed by Subway Headquarters about leadership techniques and employee retention then distributed worldwide

PAST WORK HISTORY

STATE STREET CORPORATION, BOSTON, MA — 2009-2013

Investor Communications Specialist, Private Equity Fund Services

- Created partner level correspondence such as capital call letters, distribution notices and partner capital statements
- Performed Sub Doc and K-1 Tax review and tracking for institutional investors
- Maintained a high-level awareness of important legal and regulatory standards impacting Investor Communications processes including the AML provisions of the Patriot Act

FEDERAL AVIATION ADMINISTRATION (FAA), WASHINGTON, DC — 2008

Investment Planning and Management

- Conducted research and performed data analysis in auditing methodologies
- Served on a team that performed Federal program evaluations of investment decisions
- Developed findings and recommendations presented within a government evaluation report

CURRICULUM VITAE

Ronald Jay Rapoport, M.D., F.A.C.R. , CCD
Chief, Division of Rheumatology, Southcoast Health
Director of Osteoporosis Center, Charlton Memorial Hospital
Fall River, MA
Medical director, Phase III Clinical Research

[redacted]

Education:

A.B., (Cum Laude) Washington University
St. Louis, MO 1970

M.D., Boston University School of Medicine
Boston, MA 1974

Positions:

1974-1975 Intern, Straight Medicine
Michael Reese Hospital & Medical Center
Chicago, IL

1975-1976 Junior Resident, Internal Medicine
Michael Reese Hospital & Medical Center
Chicago, IL

1976-1977 Senior Resident, Internal Medicine
The Medical College of Wisconsin
Milwaukee, WI

1977-1979 Fellow in Rheumatology
The Medical College of Wisconsin
Milwaukee, WI

Director, Osteoporosis and Research Center, Charlton Memorial Hospital, Fall River, MA

Staff Rheumatologist at Charlton Memorial Hospital
Fall River, MA
St Luke's Hospital, New Bedford, MA

Ronald Jay Rapoport, M.D.

Certification:

Diplomat of National Board of Medical Examiners, 1975

American Board of Internal Medicine, 1977

Diplomat of ABIM, subspecialty of Rheumatology, 1982

Certified Clinical Densitometrist (Int'l Soc Clin Dens)

Medical Licensures: Wisconsin # 20167
Illinois # 36-51886
Massachusetts # 44177(active)
Rhode Island # 5554

Societies:

Fellow of American College of Rheumatology
New England Rheumatism Society
National Osteoporosis Foundation
Fall River Medical Society
Past Memberships:
Board of Governors Rhode Island Arthritis Foundation
Scientific Committee Massachusetts Arthritis Foundation
Society of Irish and American Rheumatologists

Dr. Ronald Jay Rapoport

Specialty: Rheumatology

[redacted]

Background

Ronald Jay Rapoport, M.D., F.A.C.R., C.C.D. is Chief, Division of Rheumatology, Southcoast Health and Director, Osteoporosis and Research Center at Charlton Memorial Hospital. He is staff rheumatologist at Charlton Memorial Hospital Fall River, MA and St Luke's Hospital, New Bedford, MA

Education

He received his undergraduate degree, graduating Cum Laude, from Washington University, St. Louis, MO, and the MD degree from Boston University School of Medicine. He was an intern and junior resident at Michael Reese Hospital and Medical Center. He completed his residency in internal medicine and his fellowship in rheumatology at The Medical College of Wisconsin.

Research

Dr. Rapoport is Director of Phase III Clinical Research in Fall River, MA. His main areas of focus are the various arthritidies, osteoporosis, and pain management.

Accomplishments

Dr. Rapoport is a fellow of the American College of Rheumatology. He is a member of the New England Rheumatism Society, the National Osteoporosis Foundation, and the Fall River Medical Society.

Publications

Dr. Rapoport's past publications have focused on the management of acute pain, treatment of osteoarthritis, osteoporosis, and the treatment of rheumatoid arthritis.

Ronald Jay Rapoport, M.D., F.A.C.R.
Bibliography:

Immunoglobulin

Kozin, F.; Mackel, S.; Rapoport, R.J.; Jordan, R.; (Ig) and Complement (C') deposits in blood vessels in rheumatoid arthritis (RA): Clinical Correlations. Clinical Research 26, No. 3, Abstract # 381A, 1978

Rapoport, R.J.; Carrera, G.F.; Kozin, F.; Maubrio-sternal joint subluxation in Rheumatoid Arthritis, J Rheum 6: 174-177, 1979

Rapoport, R.J.; Mackel, S.; Kozin, F.; Jordan, R.; Immunoglobulin (Ig) and Complement (C') Deposits in Cutaneous Blood Vessels (CBV) in Patients with Rheumatoid Arthritis.Clinical Research 27: Abstract # 334A, 1979. Presented at Poster Session American Federation for Clinical Research, Washington, D.C., 1979

Rapoport, R.J.; Kozin, F.; Mackel, S.; Jordan, R.; Cutaneous Vascular Immunofluorescence in Rheumatoid Arthritis. American Journal of Medicine 68: 325-331, 1980

Rapoport, R.J.; The Efficacy and Safety of Oxaprozin Versus Aspirin: Pooled Results of Double-Blind trials in Osteoarthritis: Drug Therapy Supp.: 3-8, March 19, 1993

Rapoport, R.J.; The Safety of NSAIDs and Related Drugs for the Management of Acute Pain: Maximizing Benefits and Minimizing Risks Acute Pain Control: Vol 6, No. 2, April 1999 supp.

Sanford, H.R.; Fleischmann, R.M.; Rapoport, R.J.; Around-the-Clock, Controlled-Release Oxycodone Therapy for Osteoarthritis-Related Pain Arch Intern Med: Vol 160, March 27 2000.

Davis, JC; Offenberg, HL; Rapoport, R.J.; Efficacy of a New, Once-Daily, Rapid-Onset, Extended-Release Morphine Sulfate Formulation (Morphelan) and a Twice-Daily Morphine Sulfate Controlled-Release Formulation (MS Contin) in Patients with Moderate-to-Severe Osteoarthritis Pain. Presented as Poster #791 at the American Pain Society Annual Meeting, April 19-22, 2001

Caldwell JR,Rapoport RJ,Davis JC et al. Efficacy and safety of a once daily morphine formulation in chronic,moderate-to-severe osteoarthritis pain:results from randomized,placebo controlled,double blind trial and an open-label extension trial. J Pain Symptom Manage. 2002;23:278-291.

Freeman AC, Rapoport RJ. Polymyalgia rheumatic and giant cell arteritis: How best to approach these related diseases. Chronic Pain Perspectives (Feature Article) Vol 62, No 6. June 2013

Nicholas J. Hemond, Esq.

[redacted]

Education

Roger Williams School of Law — Bristol, RI
Juris Doctor – Cum Laude — May 2012

Honors Program – Full Merit Scholarship
CALI Award for highest grade in Legal Writing II
CALI Award for highest grade in Legislative Drafting and Advocacy
CALI Award for highest grade in Employment Law Stories

Providence College — Providence, RI
Bachelor of Arts in Political Science – Cum Laude — May 2009
Certificate of Business Studies

Pi Sigma Alpha – Political Science Honors Society

Legal Experience

Darrow Everett, LLP — April 2014 – Present
Partner

Developed a diverse practice in the areas of municipal law, economic development and civil and criminal litigation. Wide-ranging background representing clients before municipal zoning and licensing boards on complex issues of real estate and economic development, historic preservation and intricate land use issues. Extensive knowledge of statutory and case law relative to the licensing and permitting of business in the hospitality and cannabis industry. Negotiated, drafted and successfully presented numerous tax stabilization agreements and extensions of previously approved tax stabilization agreements before the Providence City Council. Appear in court on a daily basis on behalf of private litigation clients in criminal, domestic relations and civil litigation matters.

City of Central Falls — February 2012 – Present
Assistant City Solicitor

Contract attorney for the City of Central Falls since its exit from bankruptcy and receivership. Responsible for prosecution of voluminous caseload of misdemeanor criminal cases in the City each week in Providence County District Court. Since assuming the position, the sentence and conviction rate each year have increased each year. Successfully defended the City against numerous motions to dismiss or suppress evidence in criminal matters. Established strong lines of communication with leadership of the City's Police Department, as well as patrol officers appearing in court for trial. Additional duties include representation of the City's Zoning and Planning Boards.

Law Office of Caprio & Caprio — November 2012-April 2014
Associate Attorney

Management of firms personal injury and criminal case, including over three dozen cases pending in litigation in both the Rhode Island and Massachusetts District and Superiors Courts. Prepared for and conducted dozens mediations and arbitrations for personal injury matters in Massachusetts and Rhode Island. Represented criminal defendants in District and Superior Court, with particular focus on researching and defending against charges of Driving Under the Influence, Assault, Disorderly Conduct and Domestic Violence.

Law Office of K. Joseph Shekarchi — January 2011 – August 2012
Law Clerk/Lobbyist

Managed personal injury cases, including preparing demand packages and negotiations with insurance companies. Prepared and present Tax Abatement Hearings before municipal boards of tax assessors. Lobbied the Rhode Island General Assembly on behalf of the RI Fraternal Order of Police. Prepared eviction cases for litigation on behalf of a large municipal public housing authority. Drafted zoning and land use opinion letters.

Law Office of Caprio & Caprio February 2011 – August 2012
Law Clerk

Conducted legal research for personal injury, business, divorce, and criminal defense clients. Drafted memorandums of law pertaining to various motions before the court in tort cases on behalf of the partners. Researched and drafted appellate briefs for Breathalyzer Refusal appeals before the Appellate Panel of the Rhode Island Traffic Tribunal. Prepared for and attend depositions. Assisted attorneys in preparing for trials and oral arguments.

Political and Professional Experience

Capitol Communications Group, LLC August 2012-Present
Partner – Vice President of Government Relations

Co-founded a full-service government relations firm. Conduct statutory and policy research, draft legislation on behalf of clients, advocate at the Rhode Island General Assembly to advance clients issues and priorities in an effective and ethical manner. Since its inception, the execution of an aggressive business development strategy has made the firm one of the fastest growing lobbying firms in the State of Rhode Island representing a broad array of clients including commercial real estate developers, public and private sector labor unions, healthcare, trade associations and the largest regional automobile club in the region. Extensive work related to the development and passage of numerous medical cannabis related statutes.

The Hamilton Group, LLC January 2012 – April 2014
Co-Founder/Principal Strategist - Government Relations/Political Communications

Co-founded a full-service political consulting firm representing local and state wide candidates for elected office. The firm provides clients with professional services including campaign finance consulting, public relations, opposition research and strategy. Managed or consulted on over two dozen campaigns in the 2012 and 2014 election cycles.

Providence School Board September 2011 – Present
Chairman

Appointed by Providence Mayor Angel Taveras to the board that governs the 23,000 students and 2,500 employees of the Providence Public School District. Elected Chairman of the Committee on District Policy which is charged with collaborating with district leaders to develop and improve district policies. Elected Vice President of the Board in January 2012 and led two national searches to hire a new superintendent of the school district. Elected President in 2016. Preside over all Board level union grievances and employee discipline and termination hearings.

Frank Caprio for Governor September 2009 – November 2010
Communications Director

Developed and implemented public relations plan for the campaign. Oversaw the policy and opposition research departments of the campaign and authored a strategic plan for effectively disseminating the information gathered. Wrote and reviewed scripts for campaign advertisements. Handled all press inquiries including radio, television and print interviews.

Nicholas J. Hemond, Esq.

[redacted]

Rhode Island State Senate –Majority Leader's Office February 2009 – September 2009
Policy Intern to Senate Majority Leader Daniel Connors

Researched and edited legislation pertaining to foreclosure mitigation, separation of powers compliance, human trafficking, and worker misclassification for the Senate Majority Leader. Performed independent research for the Senate Study Commission on Regionalization.

J.R.S., Inc. June 2002 – May 2012
Title Research Manager

Managed a team of title examiners performing real estate title research across all of Massachusetts and Rhode Island.

Local Affiliations and Activities

Rhode Island Bar Association
American Bar Association
Former Volunteer Baseball Coach Providence Babe Ruth League
Classical High School Alumni Association
Rhode Island Association of School Committees Executive Board Member
Aurora Civic Association
Providence School Board
Fifth Ward Neighborhood Association

Shannon Venezia

PROFESSIONAL SUMMARY

I am a self motivated and dedicated individual who excels in multitasking, prioritizing and always having a smile. Versed in regulatory compliance and policy writing. I am committed to consistently delivering high quality work.

PROFESSIONAL SKILLS

- Recognizing, assessing, and proposing solutions to compliance/ regulatory concerns; monitor, and participate in formulation of responses to state regulations and auditing responsibilities, and follow up on findings and action items.
- Excellent organizational and assessment skills, including the ability to prioritize based on regulatory risk and business needs.
- Proven client relationship experience giving advice on regulatory matters and demonstrating strong technical skills in regulatory compliance issues
- Strong negotiation skills with experience influencing and leading organizational change
- Proven strong relationship, written & verbal skills
- 7+ years' experience working within a regulated industry
- 2 years' experience within cannabis compliance industry

EXPERIENCE

SOLAR THERAPEUTICS — **Somerset, MA**

12/2018 – present

Director, Compliance Officer

Duties include:

- Ongoing assessment of compliance risk to the organization.
- Review and monitor adherence to the Solar Compliance Program.
- Monitoring via oversight of internal compliance audits.
- Working with management and others to investigate questions of non-compliance and determining corrective action plans, as appropriate.
- Serve as a channel of communication to receive and direct compliance issues for investigation and resolution.
- Monitor regulatory changes, industry trends and issues.
- Implement compliant Standard Operating Procedures and oversee the training of all employees so that compliance is a focus of all employee training programs.
- Assist in assessing the business' future ventures to identify possible compliance risks.
- Manage annual renewals for all Solar licenses in the State of Massachusetts.
- Design and implement department programs for future MSO locations.

PMG PHYSICIAN ASSOCIATES OF ATRIUS HEALTH CARE — **Plymouth, MA**

09/2008 – 12/2018

Office Manager/Lab Associate

Duties include:

- Maintained HIPPA/OSHA compliance
- Performed QC testing and waived lab testing
- Equipment Calibration
- Patient care
- Trained and developed new employees/interns on patient care, venipuncture procedures and on maintaining a clean and compliant lab environment
- Inventory management including organizing shipment schedules and storage layouts
- Inventoried and rotated stock for optimum usage

RI SOS Filing Number: 202079480260 Date: 12/11/2020 11:49:00 AM

State of Rhode Island
Department of State - Business Services Division

RECEIVED
R.I. DEPT. OF STATE
BUS SVCS DIV.
2020 DEC 11 AM 11:49
STAMP

Articles of Incorporation
DOMESTIC Non-Profit Corporation

→ Filing Fee: $35.00

The undersigned, acting as incorporator(s) of a corporation under RIGL 7-6-34, adopt(s) the following Articles of Incorporation for such corporation:

1. The name of the corporation is:

Solar Therapeutics Rhode Island, Inc.

2. The period of its duration is. **CHECK ONE BOX ONLY**

☑ Perpetual (on-going)

☐ Date certain for dissolution _____

3 The specific purpose or purposes for which the corporation is organized are:

See Exhibit A attached hereto and incorporated herein by reference.

Check the box to indicate an attachment ☑

4. Provisions, if any, not consistent with the law, which the incorporators elect to set forth in these Articles of Incorporation for the regulation of the internal affairs of the corporation are:

See Exhibit B attached hereto and incorporated herein by reference.

Check the box to indicate an attachment ☑

5. Name and address of the initial registered agent/office in Rhode Island is:

Agent Name: Nicholas J. Hemond, Esq.

Street Address (NOT a P.O. Box): DarrowEverett LLP, One Turks Head Place, Suite 1200

City	State	Zip Code
Providence	RHODE ISLAND	02903

MAIL TO:
Division of Business Services
148 W. River Street, Providence, Rhode Island 02904-2615
Phone: (401) 222-3040
Website: www.sos.ri.gov

FILED STAMP
DEC 11 2020 11:49
FOR SECRETARY OF STATE USE ONLY
BY 9250m

FORM 200 - Revised. 08/2020

6. The number of the initial Board of Directors of the Corporation is 3 (not less than 3 directors) and the names and address of the persons who are to serve as the initial directors are:

NAME	ADDRESS
Ronald Rapoport - Director	[redacted]
Nicholas J. Hemond, Esq. - Director	[redacted]
Jill Nasuti - Director	[redacted]

Check the box to indicate an attachment ☐

7. The name and address of each incorporator is:

NAME	ADDRESS
Jasmine Carcieri	One Turks Head Place, Suite 1200, Providence, RI 02903

Check the box to indicate an attachment ☐

8. Date when these Articles of Incorporation will be effective: **CHECK ONE BOX ONLY**

☑ Date received (Upon filing)

☐ Later effective date (Date must be no more than 30 days from the date of filing) _____

Under penalty of perjury, I/we declare and affirm that I/we have examined these Articles of Incorporation, including any accompanying attachments, and that all statements contained herein are true and correct.

Type or Print Name of Incorporator	Date
Jasmine Carcieri	12/10/2020

Signature of Incorporator

Jasmine Carcieri

Type or Print Name of Incorporator	Date

Signature of Incorporator

Type or Print Name of Incorporator	Date

Signature of Incorporator

If you have any questions, please call us at (401) 222-3040, Monday through Friday, between 8:30 a.m. and 4:30 p.m., or email corporations@sos.ri.gov.

ARTICLES OF INCORPORATION

ARTICLE THIRD

EXHIBIT A

The specific purpose or purposes for which the corporation is organized are:

To provide health services and patient education related to pain management and wellness pursuant to and in compliance with §21-28.6 of the Rhode Island General Laws, and to do any and all things necessary, suitable or proper for the attainment of any and all of the foregoing purposes, and subject to the limitations hereinafter contained, to engage in any lawful activity for which a non-profit corporation may be organized under Chapter 7-6 of the General Laws of Rhode Island, as amended, or the corresponding provisions of any future statute enacted in substitution therefor.

ARTICLES OF INCORPORATION

ARTICLE FOURTH

EXHIBIT B

Provisions (if any) for the regulation of internal affairs of the Corporation, including provisions for the distribution of assets on dissolution or final liquidation, are:

(a) A director of the Corporation will not be personally liable to the Corporation or its members for monetary damages for breach of the director's duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its members, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law, or (iii) for any transaction from which the director derived improper personal benefit. If the Rhode Island Nonprofit Corporation Act is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation will be eliminated or limited to the fullest extent permitted by the Rhode Island Nonprofit Corporation Act, as so amended. Any repeal or modification of the provisions of this paragraph by the Corporation will not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

(b) The Corporation is not organized for profit, and no part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article 3 hereof.

(c) The Corporation shall act lawfully in accordance with 7-6-8 of the General Laws, 1956, as amended, pertaining to limitations on powers of corporations which are also private foundations as defined in 509(a) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue law) to the extent applicable.

(d) Upon the dissolution of the Corporation, the board of directors (as that term is defined by the Rhode Island Nonprofit Corporation Act) of the Corporation shall, after paying or making provision for the payment of all liabilities of the Corporation, dispose of all of the assets of the Corporation exclusively for the purposes of the Corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable and educational purposes as shall at the time qualify as an exempt organization or organizations under section 50 I (c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue law), as the board of directors shall determine. Any of such assets not so disposed of shall be disposed of by the Superior Court of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

RI SOS Filing Number: 202079480260 Date: 12/11/2020 11:49:00 AM

State of Rhode Island
Department of State | Office of the Secretary of State
Nellie M. Gorbea, *Secretary of State*

I, NELLIE M. GORBEA, Secretary of State of the State of Rhode Island, hereby certify that this document, duly executed in accordance with the provisions of Title 7 of the General Laws of Rhode Island, as amended, has been filed in this office on this day:

December 11, 2020 11:49 AM

Nellie M. Gorbea
Secretary of State

BY-LAWS OF SOLAR THERAPEUTICS RHODE ISLAND, INC.

(A Rhode Island Nonprofit Corporation)

ARTICLE I
NAME AND OFFICES

Section 1.01 The name of the organization shall be Solar Therapeutics Rhode Island, Inc. (the "**Corporation**"). The principal office of the Corporation shall be located in the County of Providence, State of Rhode Island. The Corporation may also have other offices within the State of Rhode Island as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II
PURPOSE, POWERS AND NONPROFIT STATUS

Section 2.01 Purposes. The purposes of the Corporation shall be those set forth in the Certificate of Incorporation, as may be amended from time to time.

Section 2.02 Powers. The Corporation shall have all the powers enumerated in the Rhode Island Non-Profit Corporation Act, as from time to time amended (the "Nonprofit Corporation Act").

Section 2.03 Nonprofit Status. The Corporation is not organized for profit, and unless otherwise permitted by the Nonprofit Corporation Act, no part of the net earnings of the Corporation shall inure to the benefit of or be distributable to any member, director, or officer of the Corporation or any other person, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the Certificate of Incorporation. Any such compensation and/or payments shall be subject to and in full compliance with any and all provisions of the Rhode Island General Laws, and the rules, rulings, and regulations of the Rhode Island Department of Health and any other governing and/or applicable body having jurisdiction or power with respect to the Corporation and/or the directors, officers, members, employees, independent contractors, volunteers and/or agents thereof. In the event of any liquidation or dissolution of the Corporation, no director or officer shall be entitled to any distribution or division of the Corporation's property or the proceeds thereof, and upon such liquidation, the board of directors of the Corporation, after the payment and discharge of or provision for all its debts and obligations, shall distribute all of the assets of the Corporation to such organization(s) which, at the time of distribution, qualify as exempt from federal income tax under Section 501(c) of the Internal Code of 1986, as amended, and the regulations from time to time promulgated thereunder (the "Code"). Any of such assets not so distributed shall be disposed of by the Superior Court of the county in which the principal office of the Corporation is located, exclusively for such purposes or to such organization(s) as said court shall determine, which are organized and operated exclusively as organization(s) exempt from federal income tax under Section 501(c) of the Code.

ARTICLE III
MEMBERS

Section 3.01 Rapoza INV LLC shall be the sole member of the Corporation.

ARTICLE IV
BOARD OF DIRECTORS

Section 4.01 Powers and Number. The affairs and property of the Corporation shall be managed by or under the direction of the Board of Directors (the "**Board**") subject to applicable law and in accordance with the purposes and limitations set forth in the Certificate of Incorporation and herein. The number of directors shall be at least three (3) and shall always be an odd number. Within the specified limits, the numbers of directors can be increased or decreased from time to time, by resolution of the Board, but such action by the Board shall require a vote of a majority of the Entire Board and no decrease shall shorten the term of any director then in office. As used in these by-laws, the term "**Entire Board**" shall mean the total number of directors entitled to vote which the Corporation would have if there were no vacancies on the Board. All directors shall be residents of the State of Rhode Island.

Section 4.02 Election and Term of Office. The initial directors shall be the persons named in the Certificate of Incorporation and shall serve until the first annual meeting of the Board. Thereafter, to become a director, a person shall be nominated by a director and elected by a majority of the Board. Directors shall hold office for a term of three (3) years and each shall serve for such term and until the election and qualification of a successor, or until such director's death, resignation, or removal. Directors may be elected to any number of consecutive terms.

Section 4.03 Qualification for Directors. Each director shall be at least 18 years of age and have never been convicted of a felony or misdemeanor.

Section 4.04 Newly Created Directorships and Vacancies. Newly created directorships resulting from an increase in the authorized number of directors, and vacancies occurring for any reason, including any vacancy occurring by reason of the death, resignation, or removal of a director, may be filled at any meeting of the Board by the vote of the majority of the directors then in office, although less than a quorum, or by a sole remaining director. Each director so elected shall serve until the next annual meeting and until such director's successor is elected or appointed and qualified.

Section 4.05 Advisory Directors. The members of the Board may appoint non-voting advisory members of the Board. Advisory directors shall enjoy the same rights as directors, including the right to attend and be heard at meetings of the Board, provided, however, advisory directors shall (i) have no right to vote as directors on any matter; (ii) not affect or be counted for the purpose of ascertaining quorum requirements as set forth in Section 4.10 of this Article; and (iii) receive, as a courtesy only, notification of all meetings of the Board. Such notice shall not be required to be given hereunder and the failure to give such notice shall not affect the validity of any meeting of the Board.

Section 4.06 Removal. Any director may be removed at any time for cause at a regular or special meeting called for that purpose by a majority of the Entire Board.

Section 4.07 Resignation. Any director may resign from the Board at any time by giving written notice to the Board, the President, or the Secretary of the Corporation. Unless otherwise specified in the notice, the resignation shall take effect at the time of receipt by the Board or such officer. The acceptance of such resignation shall not be necessary to make it effective. No resignations shall discharge any accrued obligation or duty of a director.

Section 4.08 Meetings. The annual meeting and regular meetings of the Board shall be held at such times and places as may from time to time be fixed by the Board or may be specified in a notice of meeting. Special meetings of the Board may be held at any time upon the call of the President or any

director upon the written demand of not less than one-fifth of the Entire Board, in each case at such time and place as shall be fixed by the person or persons calling the meeting, as specified in the notice thereof.

Section 4.09 Notice of Meetings. Notice of a meeting may be sent by mail, telephone, facsimile transmission, telegraph, courier service, electronic mail, or hand delivery, directed to each director at his or her address or contact information as it appears on the records of the President. Such notice shall state the time and place where the meeting is to be held and to the extent possible, the purpose(s) for which the meeting is called. Notice shall be deemed to have been given when sent, and if by mail, when deposited in the United States mail with prepaid postage thereon. Notice of any regular meeting for which the time and place is not fixed by the Board must be given to each director not less than fourteen (14) days before such meeting. Notice of a special meeting of the Board must be given to each director not less than fourteen (14) days before such meeting, provided, however, that notice of special meetings to discuss matters requiring prompt action may be given no less than forty-eight hours before the time at which such meeting is to be held if given personally, by telephone, by facsimile transmission or by electronic mail, unless the meeting relates to an emergency which must be resolved within forty-eight hours, in which case notice shall be given as promptly as possible. Notice of a regular or special meeting need not be given to a director who submits a signed waiver of notice before or at the meeting's commencement, or who attends the meeting without protesting (not later than the commencement of the meeting) the lack of notice to him or her.

Section 4.10 Quorum. At each meeting of the Board, the presence of a majority of the Entire Board shall constitute a quorum for the transaction of business or any specified item of business. If a quorum is not present at any meeting of the Board, a majority of the directors present may adjourn the meeting to another time without notice other than by announcement at the meeting, until such a quorum is present, except that notice of such adjournment shall be given to any directors who were not present at the time of the adjournment.

Section 4.11 Voting. Except as otherwise provided by statute or these by-laws, the vote of a majority of the directors present at the time of a vote, if a quorum is present at such time, shall be the act of the Board.

Section 4.12 Meeting by Remote Communication. Any one or more members of the Board or any committee thereof may participate in a meeting of the Board or such committee by means of a conference telephone, video conference, or similar communications equipment. Participation by such means shall constitute presence in person at a meeting provided that all persons participating in the meeting can hear each other at the same time and each director can participate in all matters before the board, including, without limitation, the ability to propose, object to, and vote upon a specific action to be taken by the board or committee.

Section 4.13 Action Without a Meeting. Any action required or permitted to be taken by the Board or any committee thereof may be taken without a meeting if all members of the Board or committee consent in writing to the adoption of a resolution authorizing the action. Such consent may be written or electronic. The resolution and written consents thereto by the members of the Board or such committee shall be filed with the minutes of the proceedings of the Board or such committee.

Section 4.14 Compensation. The Corporation shall not pay compensation to directors for services rendered to the Corporation in their capacity as directors, except that directors may be reimbursed for reasonable expenses incurred in the performance of their duties to the Corporation. A director may receive reasonable compensation for the performance of services provided to the Corporation in any capacity separate from his or her responsibilities as a director when so authorized by a majority of the directors then in office and in accordance with Section 10.01 of these by-laws.

ARTICLE V
COMMITTEES

Section 5.01 Executive Committee and Other Committees of the Board. The Board, by resolution adopted by a majority of the Entire Board, may designate from among the directors an Executive Committee and other committees of the Board consisting of three (3) or more directors. Each committee of the Board shall have such authority as the Board shall by resolution provide; and the Executive Committee shall have all the authority of the Board, except that no such committee shall have authority as to the following matters:

(a) The filling of vacancies on the Board or in any committee.

(b) The amendment or repeal of the by-laws, or the adoption of new by-laws.

(c) The amendment or repeal of any resolution of the Board which by its terms shall not be so amendable or repealable.

Section 5.02 Quorum and Action by Committee. Unless otherwise provided by resolution of the Board, a majority of all of the members of a committee shall constitute a quorum for the transaction of business and the vote of a majority of all of the members of a committee shall be the act of the committee. The procedures and manner of acting of the Executive Committee and of the committees of the Board shall be subject at all times to the directions of the Board.

Section 5.03 Alternate Members. The Board may designate one (1) or more directors as alternate members of any committee, who may replace any absent or disqualified member or members at any meeting of such committee.

ARTICLE VI
OFFICERS, EMPLOYEES, AND AGENTS

Section 6.01 Officers. The officers of the Corporation shall consist at least of a President, a Secretary, and a Treasurer. The Board may from time to time appoint such other officers, including one or more Vice Presidents, as it may determine. All officers of the Corporation shall be residents of the State of Rhode Island.

Section 6.02 Election, Term of Office, and Qualifications. The officers of the Corporation shall be elected annually by a majority vote of the Board at the annual meeting of the Board, and each officer shall hold office until such officer's successor is elected and qualified or until such officer's earlier death, resignation, or removal. Except as may otherwise be provided in the resolution of the Board choosing an officer, no officer need be a director. One person may hold, and perform the duties of, more than one office, except that the same person may not hold the offices of President and Secretary. All officers shall be subject to the supervision and direction of the Board. Nothing herein shall prohibit a member of the Board from serving as an officer.

Section 6.03 Removal. Any officer elected or appointed by the Board may be removed at any time, with or without cause, by a vote of a majority of the Entire Board.

Section 6.04 Resignations. Any officer may resign at any time by giving fourteen (14) days written notice to the Board. Unless otherwise specified in the notice, the resignation shall take effect at

the time of receipt by the Board. The acceptance of such resignation shall not be necessary to make it effective.

Section 6.05 Vacancies. A vacancy in any office arising from any cause shall be filled for the unexpired portion of the term by the Board.

Section 6.06 President. The President shall preside at all meetings of the Board. He or she shall have the general powers and duties of supervision and management of the Corporation which usually pertain to his or her office, and shall keep the Board fully informed of the activities of the Corporation. The President shall perform all such other duties as are properly required of him or her by the Board. He or she has the power to sign and execute alone in the name of the Corporation all contracts authorized either generally or specifically by the Board, unless the Board shall specifically require an additional signature.

Section 6.07 Vice President. Each Vice President may be designated by such title as the Board may determine, and each such Vice President in such order of seniority as may be determined by the Board, shall, in the absence or disability of the President perform the duties and exercise the powers of the President. Each Vice President also shall have such powers and perform such duties as usually pertain to his or her office or as are properly required of him or her by the Board.

Section 6.08 Secretary. The Secretary shall record and keep the minutes of all meetings of the Board in books kept for that purpose. He or she shall see that all notices and reports are given and served as required by law or these by-laws. He or she shall affix the corporate seal to and sign such instruments as require the seal and his or her signature and shall perform all duties as usually pertain to his or her office or as are properly required of him or her by the Board.

Section 6.09 Treasurer. The Treasurer shall have the care and custody of all the funds and securities of the Corporation and shall keep full and accurate accounts of all moneys received and paid by him or her on account of the Corporation. The Treasurer shall exhibit at all reasonable times the Corporation's books of account and records to any of the directors of the Corporation upon request at the office of the Corporation. He or she shall render a detailed statement to the Board of the condition of the finances of the Corporation at the annual meeting of the Board and shall perform such other duties as usually pertain to his or her office or as are properly required of him or her by the Board.

Section 6.10 Employees and Other Agents. The Board may from time to time appoint such employees and other agents as it shall deem necessary, each of whom shall have such authority and perform such duties as the Board may from time to time determine. To the fullest extent allowed by law, the Board may delegate to any employee or agent any powers possessed by the Board and may prescribe their respective title, terms of office, authorities, and duties.

Section 6.11 Compensation. Any officer, employee, or agent of the Corporation is authorized to receive a reasonable salary or other reasonable compensation for services rendered to the Corporation when authorized by a majority of the Entire Board, and only when so authorized and in accordance with Section 10.01 of these by-laws.

ARTICLE VII
EXECUTION OF INSTRUMENTS

Section 7.01 Contracts and Instruments. The Board, subject to the provisions of Section 10.01 and the Corporation's Conflict of Interest Policy, may authorize any officer or agent of the

Corporation to enter into any contract, to execute and deliver any instrument, or to sign checks, drafts, or other orders for the payment of money, notes or other evidence of indebtedness in the name of and on behalf of the Corporation. Such authority may be general or may be confined to specific instances. No instrument required to be signed by more than one officer may be signed by one person in more than one capacity.

Section 7.02 Deposits. The funds of the Corporation shall be deposited in its name with such banks, trust companies, or other depositories as the Board, or officers to whom such power has been delegated by the Board, may from time to time designate.

ARTICLE VIII
INDEMNIFICATION AND INSURANCE

Section 8.01 Indemnification. The Corporation may, to the fullest extent now or hereafter permitted by law, indemnify any person made, or threatened to be made, a party to any action or proceeding by reason of the fact that he or she, his or her testator or intestate, was a director or officer of the Corporation, against judgments, fines, amounts paid in settlement, and reasonable expenses, including attorneys' fees. No indemnification may be made to or on behalf of any such person if (a) his or her acts were committed in bad faith or were the result of his or her active and deliberate dishonesty and were material to such action or proceeding or (b) he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled.

Section 8.02 Insurance. The Corporation shall have the power to purchase and maintain insurance to indemnify the Corporation for any obligation which it incurs as a result of its indemnification of directors and officers pursuant to Section 8.01 above, or to indemnify such persons in instances in which they may be indemnified pursuant to Section 8.01 above.

ARTICLE IX
GENERAL PROVISIONS

Section 9.01 Fiscal Year. The fiscal year of the Corporation shall be the calendar year unless otherwise provided by the Board.

Section 9.02 Loans. No loans shall be made by the Corporation to any Board member.

Section 9.03 Seal. The corporate seal shall have inscribed thereon the name of the corporation the year and state of its organization and such additional material as may be prescribed from time to time by the Board. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

Section 9.04 Books and Records. The Corporation shall keep at the office of the Corporation correct and complete books and records of the activities and transactions of the Corporation, including the minute book, which shall contain a copy of the Certificate of Incorporation, a copy of these by-laws, all resolutions of the Board, and all minutes of meetings of the Board and committees thereof.

Section 9.05 Investments. The funds of the Corporation may be retained in whole or in part in cash or be invested or reinvested on accession in such property, real, personal, or otherwise, or stock, bonds, or other securities, as the Board in its sole discretion may deem desirable.

Section 9.06 Electronic Signatures. Wherever a written instrument is required to be executed hereunder, an electronic signature, to the extent permitted by applicable law, shall be deemed to be a written signature.

ARTICLE X
INTERESTED PARTY TRANSACTIONS

Section 10.01 For purposes of these by-laws, an "**interested party transaction**" is any contract or other transaction between the Corporation and (a) any present director or any individual who has served as a director in the five years preceding the transaction ("**past director**"), (b) any family member of a present or past director, (c) any corporation, partnership, trust, or other entity in which a present or past director is a director, officer, or holder of a financial interest, (d) any present officer or any individual who has served as an officer in the five years preceding the transaction ("**past officer**"), (e) any family member of a present or past officer, or (f) any corporation, partnership, trust, or other entity in which a present or past officer is a director, officer, or holder of a financial interest.

In any instance where the Corporation proposes to enter into an interested party transaction it shall follow the procedures and rules set forth in the Corporation's Conflict of Interest Policy adopted by the Board and as amended from time to time (which is attached hereto and incorporated into these by-laws by reference).

ARTICLE XI
AMENDMENTS

Section 11.01 These by-laws may be altered, amended, or repealed by the affirmative vote of the majority of the Entire Board present at any meeting of the Board at which a quorum is present, except a two-thirds vote of the Entire Board shall be required for any amendment to add or remove a provision of these by-laws requiring a greater proportion of directors to constitute quorum or a greater proportion of votes necessary for the transaction of business. Such action is authorized only at a duly called and held meeting of the Board for which written notice of such meeting, setting forth the proposed alteration, is given in accordance with the notice provisions for special meetings set forth herein.

ARTICLE XII
NON-DISCRIMINATION

Section 12.01 In all of its dealings, neither the Corporation nor its duly authorized agents shall discriminate against any individual or group for reasons of race, color, creed, sex, age, culture, national origin, marital status, sexual preference, mental or physical handicap, or any category protected by state or federal law.

ARTICLE XIII
REFERENCE TO CERTIFICATE OF INCORPORATION

Section 13.01 References in these by-laws to the Certificate of Incorporation shall include all amendments thereto or changes thereof unless specifically excepted by these by-laws. In the event of a conflict between the Certificate of Incorporation and these by-laws, the Certificate of Incorporation shall govern.

I HEREBY CERTIFY that the foregoing is a full, true, and correct copy of the by-laws of **Solar Therapeutics Rhode Island, Inc.**, a Rhode Island Nonprofit Corporation, as in effect on the date hereof.

Solar Therapeutics Rhode Island, Inc.

By: _____

Name: Nicholas J. Hemond, Esq.

Title: Director of Corporation

EXHIBIT A

Conflict of Interest Policy

Pursuant to Section 7-6-26.1 of the Nonprofit Corporation Act, no contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers or have a financial interest, is void or voidable nor are the directors or officers liable regarding the contract or transaction solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board or committee of the Board that authorizes the contract or transaction, or solely because his, her, or their votes are counted for the purpose, if:

(1) The material facts as to his, her, or their interest or relationship are disclosed or are known to the Board or the committee, and the Board or committee authorizes, approves, or ratifies the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors are less than a quorum; or

(2) The material facts as to his, her, or their interest or relationship are disclosed or are known to the members entitled to vote on the contract or transaction, and the contract or transaction is specifically authorized, approved, or ratified by vote of the members; or

(3) The contract or transaction is fair and reasonable to the Corporation.

Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board or of a committee that authorizes the contract or transaction.

State of Rhode Island
Department of State | Office of the Secretary of State
Nellie M. Gorbea, *Secretary of State*

CERTIFICATE OF GOOD STANDING

I, Nellie M. Gorbea, Secretary of State and custodian of the seal and corporate records of the State of Rhode Island, hereby certify that:

Solar Therapeutics Rhode Island, Inc.

is a Rhode Island Non-Profit Corporation organized on **December 11, 2020.** I further certify that revocation proceedings are not pending; articles of dissolution have not been filed; all annual reports are of record and the corporation is active and in good standing with this office.

This certificate is not to be considered as a notice of the corporation's financial condition or business practices; such information is not available from this office.

SIGNED and SEALED on

December 11, 2020

Secretary of State

Certificate Number: 20120053710

Verify this Certificate at: http://business.sos.ri.gov/CorpWeb/Certificates/Verify.aspx

Processed by: aalbert

[redacted]

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 85-4270742. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

When you submitted your application for an EIN, you checked the box indicating you are a non-profit organization. Assigning an EIN does not grant tax-exempt status to non-profit organizations. Publication 557, Tax-Exempt Status for Your Organization, has details on the application process, as well as information on returns you may need to file. To apply for recognition of tax-exempt status under Internal Revenue Code Section 501(c)(3), organizations must complete a Form 1023-series application for recognition. All other entities should file Form 1024 if they want to request recognition under Section 501(a).

Nearly all organizations claiming tax-exempt status must file a Form 990-series annual information return (Form 990, 990-EZ, or 990-PF) or notice (Form 990-N) beginning with the year they legally form, even if they have not yet applied for or received recognition of tax-exempt status.

Unless a filing exception applies to you (search www.irs.gov for Annual Exempt Organization Return: Who Must File), you will lose your tax-exempt status if you fail to file a required return or notice for three consecutive years. We start calculating this three-year period from the tax year we assigned the EIN to you. If that first tax year isn't a full twelve months, you're still responsible for submitting a return for that year. If you didn't legally form in the same tax year in which you obtained your EIN, contact us at the phone number or address listed at the top of this letter.

For the most current information on your filing requirements and other important information, visit www.irs.gov/charities.

[redacted]

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

* Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is SOLA. You will need to provide this information, along with your EIN, if you file your returns electronically.

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter. Thank you for your cooperation.

[redacted]

Annex B

Annex B

1. **Rapoza INV LLC- Sole owner of Solar Therapeutics Rhode Island Inc.**

   Ronald Rapoza- [redacted]

2. **Dow Dispensary Management, LLC-** Consultant to Solar Therapeutics Rhode Island, Inc.

   Edward Dow III- [redacted]

Annex C

Anticipated Vendors Over $100,000

Name	Description	Estimated Yearly Cost
Mammoth	Cannabis Product Vendor	[redacted]
Zen Blend Farms	Cannabis Product Vendor	
Vantage Builders	Construction Services	

NO FINANCIAL INTEREST OR OWNERSHIP
IN MANAGEMENT COMPANY

Annex D

List of all vendors impractical or impossible to sign an agreement with until proposal accepted but which will be under $100,000.00

- **IKEA** - Furniture –Amount to be determined based on needs.
- **Uline** - Cleaning and Office Supplies- Purchase as needed no contract necessary.
- **Comcast**- Internet, Telephone, Communications- Purchase and price to occur simultaneously at time of install via online form.
- **Token Works**- Age Verification Equipment- Order when required online.

12/7/2020

Re: Medical Cannabis Wholesale Agreement

Dear Mr. or Miz

Mammoth Incorporated is pleased to submit this non-binding letter of intent to enter into a wholesale agreement to provide medical cannabis to Solar Therapeutics in the event that Solar Therapeutics is successful in its bid to receive a "Compassion Center License" pursuant to the laws of the State of Rhode Island.

This letter is non-binding and subject to a mutually acceptable contract to be negotiated and executed by both parties. This letter does not preclude Mammoth Incorporated from entering into similar relationships with any other potential purchasers.

Sincerely,

Mammoth Incorporated

By_____
Spencer Blier, Chief Executive Officer

_____ 12/11/2020
Compassion Center Owner Signature Date

EDWARD DOW - SOLAR THERAPEUTICS

P:\DOCS\MAMMOM42985\AGREEMENT\28G5603.DOCX

December 8, 2020

Dear Mr. Ed Dow,

Zen Blend Farms, LLC is pleased to present this non-binding letter of intent (LOI) to enter into a wholesale agreement to provide medical cannabis to Solar Therapeutics (Solar) in the event that Solar is successful in its bid to receive a "Compassion Center License" pursuant to the laws of the State of Rhode Island.

This LOI is non-binding and subject to a mutually acceptable contract to be negotiated and executed by both parties. This LOI does not preclude Zen Blend Farms, LLC from entering into similar agreements with any other potential Compassion Center license holder.

Sincerely,

Zen Blend Farms, LLC

By _____
Zachary P. Dougherty (Owner, Principal)

Solar Therapeutics, Inc.

By _____
Edward Dow III (CEO)

DocuSign Envelope ID: BDFFDC57-F212-4EAC-9CDB-60AA21D9EC18

LeafLogix
SEED-TO-SALE CANNABIS ERP

ADDENDUM

This Software Service And License Agreement Addendum ("Addendum"), dated effective as of 12/9/2020 ("Effective Date"), is made and entered into by and between LeafLogix Technologies, Inc. with its principal place of business at 24 W 30th Street, New York, NY 10001 ("LeafLogix"), and Solar Therapeutics Inc with its principal place of business 1400 Brayton Point Road Somerset, MA 02725 ("Customer," together, the "Parties") with respect to that certain software services and license agreement ("Agreement") dated as of 7/27/2020 (as more fully defined in that Software Service and License Agreement)

RECITALS

WHEREAS, LeafLogix is a software company providing solutions to growers and dispensaries and processors in the legalized marijuana, CBD, & Hemp industries providing point-of-sale and inventory tracking and manufacturing functionalities (the "Software");

WHEREAS, Customer is a grower, processor, distributor, wholesaler, dispensary and/or retailer providing services to customers/patients in its home state(s);

WHEREAS, Customer desires to license LeafLogix software for use in its facilities;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Agreement.

This Agreement sets forth the terms and conditions under which LeafLogix agrees to license its Software to Customer, as further set forth on "Schedule A" attached hereto, including but not limited to implementation services, customization, integration, data import and export, monitoring, technical support,

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LeafLogix
SEED-TO-SALE CANNABIS ERP

maintenance, training, backup and recovery, and Professional Services together related to Customer's access to, and use of, such software.

These terms and conditions together with Schedule A and that certain Agreement entered into by Customer and LeafLogix form a separate legally binding agreement between Customer and LeafLogix. In the event of any conflict between this Addendum and the Customer's Agreement, the Agreement shall govern.

* * * * *

In witness whereof, the Parties hereby agrees as follows as of the effective date:

Solar Therapeutics Inc	LeafLogix Technologies, Inc.
Authorized Signature Andre Arzumanyan	Authorized Signature
Printed Name & Title Date	Printed Name & Title Date

DocuSign Envelope ID: BDFFDC57-F212-4EAC-9CDB-60AA21D9EC18

LeafLogix
SEED-TO-SALE CANNABIS ERP

SCHEDULE A

LICENSE & OTHER FEES, PAYMENT INFORMATION:

Licensing/Implementation Fees Totals:

	Item	Due Date	Description
1.	License Fees	Beginning of each Quarter (or pro-rata upon commencement of implementation training)	Software Services as outlined in Section "Pricing Agreement"
2.	Implementation Cost	Due upon Executed Contract for any products being trained/live within initial quarter.	Software Package as outlined in Section "System Set up and Remote Training"

Auto-payment via ACH, E-Check, credit card, or any mutually acceptable form of auto payment is required as set forth on Schedule. If credit card is preferred a 3% credit card fee will be assessed.

Bank Information via Auto ACH, Auto Debit, or Auto Wire:
LeafLogix Technologies, Inc.
Bank of America
[redacted]

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LeafLogix
SEED-TO-SALE CANNABIS ERP

BREAKDOWN OF PRICING & TERMS AGREEMENT:

- Unlimited users / licensing for duration of the Term.
- Quarterly payments to be received by LeafLogix no later than the first day of the month for which a quarterly license is due.

Package Pricing:

Type of License	Number of Licenses	Payment Schedule	Retail Price Per Location
**Dispensary/Retail	[redacted]		
API Ecommerce Integration			
API TV Menu Integration			

[redacted]

SYSTEM SETUP AND REMOTE TRAINING:

- Individualized 'Gap' analysis with subsequent configurations
- System setup and remote training provided hereunder.
- Package Pricing

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LeafLogix
SEED-TO-SALE CANNABIS ERP

Type	Number of Locations	Payment Schedule	Retail Price Per Location
Dispensary/Retail	[redacted]		
Data Migration			
API Ecommerce Integration			
API TV Menu Integration			

VALUE ADDED FOR CUSTOMER:

LeafLogix will provide Customer with the following at no charge during the Term unless otherwise advised in writing:

- Ongoing Maintenance of System functionality;
- Hosting on Microsoft Azure 'Always On' environment
- Maintenance & Industry wide product update versions.
- Existing Product & Static Reports;

SECURITY CONSULTING AND SERVICE AGREEMENT

THIS SECURITY CONSULTING AND SERVICE AGREEMENT (*"Agreement"*) is made and entered into as of this 1st day of December, 2020 (*"Effective Date"*), by and between Solar Therapeutics Rhode Island,, Inc., a non-profit corporation with its principal place of business at 170 Royal Little Drive, Providence, Rhode Island (*"Company"*), and SAFETY MANAGEMENT SOLUTIONS, LLC, a Rhode Island Limited Liability Company with its principal place of business at 33 College Hill Road, Site 30B, Warwick, RI 02886 (*"SMS"*).

RECITALS:

WHEREAS, Company wishes to retain SMS in connection with the provision of security consulting and staffing services, and SMS wishes to furnish Company with certain security consulting and staffing services; and

WHEREAS, Company and SMS desire to enter into this Agreement to set forth and establish their respective rights, duties and obligations;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, do hereby promise, covenant and agree as follows:

1. Engagement of SMS. Company engages SMS to provide Company with security consulting and staffing services ("Services") and SMS accepts and will provide those Services in accordance with the terms hereinafter specified. SMS, subject to prior discussions and agreement with Company, shall provide Company with security officers from the hours of 8:00am until 8pm, Monday through Friday and 10:00am through 4:00pm Saturday through Sunday. Security officers shall arrive at Company within 15 minutes of the start of each shift. If Company plans to cancel the need for security guards for any reason, notice must be provided to Company at least 48 hours in advance or Company shall be responsible for the full amount of the services which would have been rendered. The duties of SMS security officers shall be to patrol the Company premises to observe and report any security breaches or threats to public safety or property of the Company. Security officers from SMS shall use their best efforts to maintain order on the Company's premises. SMS security guards will provide security related services to the Company, including, without limitation, checking identification, checking for weapons and contraband prior to entry, crowd control and disbursement of patrons. Company agrees that its employees, agents and servants shall not interfere with SMS personnel providing security services. SMS will also consult with Company on security related matters relative to the safe operation of Company's business. SMS shall not be responsible for the supervision or actions of the Company's "in house" security employees. Company agrees to indemnify and hold SMS harmless for the actions, whether intentional or negligent, of the Company's employees. SMS shall provide both armed and unarmed security officers upon request of the Company. SMS shall ensure that all armed security officers are properly licensed and approved according to the laws of the State of Rhode Island. Company shall indemnify and hold SMS harmless for any conflicts between the laws of the State of Rhode Island and those of the United States of America relative to the use of medicinal cannabis.

2. Compensation, Taxes and Expenses.

[redacted]

[redacted]

as payment in full is made.

(B) SMS is responsible for all of its own federal, state and local taxes, withholding, social security, insurance and benefits. Company shall have no responsibility to SMS regarding any tax obligations to which Consultant is subject as a result of income attributable to this Agreement or the services provided hereunder. Company shall furnish SMS with an IRS Form 1099 in accordance with applicable law.

(C) Company shall reimburse SMS for all approved and verifiable expenses incurred by it in performing its services for Company under this Agreement; *provided, however*, that SMS shall obtain the prior consent of Company for any expense greater than $50.00. SMS shall set its own work hours and methods for performing its services, and shall provide its own equipment and office space.

3. Term of Engagement.

(A) Consultant's engagement hereunder shall commence on the Effective Date and shall continue for two years (the "***Term***"). Any modification of the terms of this Agreement shall be done in writing. The expiration of this Agreement as aforementioned shall not affect the SMS's right to receive any unpaid compensation or unreimbursed expenses which shall have accrued prior to the expiration of this Agreement. If services are continued after the expiration of the term of this Agreement, SMS shall be entitled to a five percent increase on the hourly rate of each security guarded provided to Company by SMS until a new agreement is reached in writing.

(B) SMS has the absolute right to terminate this Agreement upon fourteen (14) days written notice to the Company. SMS shall be entitled to receive any and all accrued compensation and unreimbursed expenses up to and through the date of termination as provided herein, unless the SMS has breached a material term or condition of this Agreement. In the event of nonpayment of the fee as contemplated in Section 2, SMS may immediately terminate this Agreement without notice. Company may only terminate this Agreement before the expiration of the term in the event that Consultant has breached a material term or condition of this Agreement.

4. Assignment. This Agreement shall not be assignable by either party without the advanced written permission of the other party.

5. Independent Contractor. It is hereby expressly agreed that SMS's status shall be that of an independent contractor and not an employee, representative, or agent. SMS shall have no power or authority to bind the Company to any contract or agreement whatsoever, or to make any representations on its behalf, or in any way to hold itself out as having such power or authority or as being an employee or agent of Company.

6. Indemnification.

(A) SMS agrees, during and after the Term hereof, to protect, defend, hold harmless and indemnify Company, its officers, directors, employees, shareholders, members, agents, subsidiaries and affiliates from and against any and all claims, losses, damages, costs, and expenses incurred by such persons as a result of any act or omission of SMS in performing its duties pursuant to this Agreement. SMS agrees to cooperate with the Company and its counsel regarding any matter related to the Agreement or SMS's engagement by Company hereunder.

(B) Company agrees, during and after the Term hereof, to protect, defend, hold harmless and indemnify SMS, its officers, directors, employees, shareholders, members, agents, subsidiaries and affiliates from and against any and all claims, losses, damages, costs, expenses and fines incurred by such persons as a result of any act or omission of Company. Company agrees to cooperate with Consultant and its counsel regarding any matter related to this Agreement or Consultant's engagement by Company hereunder. Company shall indemnify and hold SMS harmless for any negligence or actions by employees of the Company. SMS is not responsible for the supervision of Company's employees.

7. Miscellaneous. Paragraph headings contained herein are for convenience only and shall not affect the meaning or interpretation of the contents hereof. This Agreement contains the entire Agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior Agreements and understandings between the parties with respect to the subject matter hereof. No supplement or modification of this Agreement shall be binding unless in writing and signed by both parties hereto. The laws of the State of Rhode Island shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto, and the venue for any dispute shall be the courts located within the State of Rhode Island. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and which, together, shall constitute one and the same instrument. This Agreement, to the extent signed and delivered by means of facsimile or in other electronic format (such as ".pdf"), will be treated in all manner and respects as an original agreement and will be considered to have the same binding legal affect as if it were the original signed version thereof delivered in person.

8. Non-Solicitation Agreement. Company agrees that it shall not solicitor employees, agents or servants of SMS to work directly for Company. Company agrees that it shall not employee any employees, agents or servants of SMS to provide similar services to Company directly. In the event that Company breaches this Section 8, SMS shall be entitled to damages, including liquidated damages in the amount of Five Thousand Dollars ($5,000.00) per SMS employee which is reflective of the costs associated with SMS's recruitment, training and licensure of staff.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the Effective Date.

COMPANY:

Solan Therapeutics Rhode Island Inc

By: _____
Name:
Title:

SMS:

Safety Management Solutions, LLC
a Rhode Island Limited Liability Company

_____
Anthony Manfredi
Member

Escrow Agreement

THIS ESCROW AGREEMENT (this "Agreement") is made as of this 14th day of December, 2020 by and among Solar Therapeutics Rhode Island, Inc. ("Company"), Rapoza INV LLC ("Member") and Ronald Rapoza (the "Escrow Agent").

RECITALS

WHEREAS, Member has agreed to provi[redacted] in capital (the "Funds") to provide initial capital funding to Company for the operation of a not-for profit medical cannabis dispensary in the State of Rhode Island and has deposited the Funds at St. Anne's Credit Union, 286 Oliver Street, Fall River, MA as evidenced by Exhibit A subject to the terms of the Promissory Note between Member and Company; and

WHEREAS, Company has applied for three potential medical cannabis dispensary licenses from the Rhode Island Department of Business Regulation but can only be awarded one license in the State of Rhode Island; and

WHEREAS, the Rhode Island Department of Business Regulation awards said medical cannabis licenses by a lottery system; and

WHEREAS, the Escrow Agent has consented and agreed to act as such escrow agent hereunder subject to the terms and conditions hereinafter set forth; and

WHEREAS, the Escrow Agent shall hold the Funds in escrow at St. Anne's Credit Union, 286 Oliver Street, Fall River, MA until such time as the DBR awards the licenses in the zones in which Company has filed applications. In the event that Company is awarded a license, the Escrow Agent shall release the funds to Company. In the event that Company does not receive a license, the funds shall be returned to Member; and

WHEREAS, the parties hereto wish to set forth the terms and conditions upon which the Escrow Amount shall be held, invested and released;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Appointment of Escrow Agent.** Company and Member by execution of this Agreement hereby appoint the Escrow Agent to serve in accordance with the terms of this Agreement and the Escrow Agent does hereby agree to act in such capacity upon the terms, conditions and provisions hereinafter set forth in this Agreement.

2. **Establishment of Escrow, Etc.**

   (a) As of the date hereof, Member has delivered to the Escrow Agent the Funds to the Escrow Agent in immediately available funds held in account at St. Anne's Credit Union.

(b) The Escrow Agent hereby agrees to hold the Escrow Amount in escrow pursuant to the terms of this Agreement.

(c) Any and all interest accruing on the Escrow Amount shall be distributed to the party to which the Funds are released.

3. **Release of Escrow Amount.** The Escrow Agent agrees that it shall release the Funds to Company only in the event that Company is awarded a medical cannabis dispensary license by the DBR. Said release shall occur within three (3) business days of said award. In the event that Company is not awarded a medical cannabis dispensary license in conjunction with the DBR's lottery, the Escrow Agent shall return the Funds to Member within three (3) business days of the expiration of any applicable appeal periods.

4. **Termination.** This Agreement shall automatically terminate upon the delivery of all the Escrow Amount in accordance with Paragraph 3 above. Upon the termination of this Agreement, the Escrow Agent shall be discharged from any further obligations hereunder.

5. **Escrow Agent.** To induce the Escrow Agent to act hereunder the parties hereto hereby agree as follows:

(a) The Escrow Agent shall invest the Escrow Amount in an interest bearing bank account mentioned herein.

(b) In taking any action whatsoever hereunder, the Escrow Agent shall be protected in relying upon any written advice, certificate, notice, direction, instruction, request or other paper or document believed by it in good faith to be genuine and to have been signed or presented by the proper person or persons, upon any evidence deemed by it to be sufficient, without making any investigation or determination as to the truth or accuracy of any information contained herein unless the Escrow Agent shall have actual notice of the invalidity, lack of authority or other deficiency thereof.

(c) This Agreement, sets forth all of the Escrow Agent's duties with respect to any and all matters pertinent hereto. The duties and obligation of the Escrow Agent shall be determined solely by the express provisions of this Agreement and the Escrow Agent shall not be liable except for the performance of such duties and obligations as are specifically set out in the Agreement.

(d) The Escrow Agent shall not be liable for any error of judgment, or for any act done or step taken or omitted in good faith or for any mistake in fact or law, or for anything which it may do or refrain from doing in connection herewith, except its own gross negligence, bad faith or willful misconduct.

(e) Without limiting any of the other provisions of this Agreement which are intended for the protection of the Escrow Agent, the Escrow Agent may seek the advice of legal counsel in the event of any dispute or question as to the construction of any of the provisions of this Agreement or its duties hereunder, and it shall incur no liability and shall be fully protected in respect of any action taken, omitted or suffered by it in good faith in accordance with the opinion of such counsel.

6. **Dismissal.** Company and Member acting together shall have the right at any time to remove the Escrow Agent and nominate a successor escrow agent hereunder. Any successor escrow agent appointed pursuant to the terms hereof shall assume the duties of the Escrow Agent hereunder upon the effective date of such successor escrow agent's acceptance hereof, and shall enjoy all the rights, privileges and duties conferred upon the Escrow Agent hereunder.

7. **Controversies, Etc.** Should any controversy arise between the parties hereto with respect to this Agreement, the Funds, or the right of any party or other person to receive the Funds, or should the Escrow Agent be uncertain as to its duties hereunder or receive instructions, claims or demands from any party hereto which appear inconsistent with the Escrow Agent's duties hereunder or with instructions, claims or demands from any other party hereto, then the Escrow Agent shall have the right (but not the obligation) to either:

(i) refrain from taking any further action, including, without limitation, delivery and any of the Funds to any party, and the Escrow Agent shall be entitled to continue so to refrain from acting until (a) the rights of all disagreeing parties shall have been fully and finally adjudicated by a court of competent jurisdiction and the Escrow Agent shall have been directed by a final court order or judgment of such court, or (b) all differences shall have been adjusted and all doubt resolved by agreement among all the interested persons, and the Escrow Agent shall have been notified in writing signed by all such persons. For purposes hereof, an order shall be deemed "final" if the time for filing an appeal therefrom has passed with no appeal having been filed, or if an appeal is filed, upon the entry of an order or a stipulation dismissing the appeal, which order of dismissal or stipulation has likewise become final; or

(ii) institute a bill of interpleader or other action in any court of competent jurisdiction to determine the rights of the parties hereto, and deposit with the court the Funds held hereunder and in such event the Escrow Agent shall not be or become liable in any way or to any person for its failure to act. Escrow Agent may choose option "(i)" described above and then later choose this option "(ii)".

8. **Indemnification.** The Escrow Agent shall be entitled to reimbursement by Member and Company, jointly and severally, and Member and Company, jointly and severally, agrees to indemnify and hold harmless the Escrow Agent, its

partners, employees and agents from and against any and all such claims, damages, loss and liability that may be incurred by the Escrow Agent arising out of or in connections with its acceptance of or in the performance of its duties and obligations under all actions, suits, proceedings, including assessments, judgments, costs and expenses, including reasonable attorneys' fees, incident to the foregoing, except in the event of the Escrow Agent's gross negligence, fraud, bad faith or willful misfeasance. Without limiting the foregoing, the Escrow Agent shall not be obligated to take any action hereunder which it might in its reasonable judgment subject it to any material expense or liability unless the other parties hereto shall have prepaid a good faith estimate of such expenses.

9. **Amendments.** This Agreement may be amended only by an instrument in writing executed by all parties hereto.

10. **Entire Agreement.** This Agreement embodies the entire agreement and understanding among the parties hereto relating to the subject matter hereof.

11. **Assignment; Binding Effect.** This Agreement may not be assigned by any party hereto without the consent of the other parties hereto, which consent in each case shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, heirs, successors and assigns. None of the provisions of this Agreement are intended to be, nor shall they be construed for the benefit of any third party.

12. **Captions.** The captions of the sections and paragraphs of the Agreement are for convenience of reference only and shall not restrict or modify any of the terms of provisions hereof.

13. **Counterparts.** This Agreement may be executed in multiple original counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. Facsimile signatures to this Agreement shall be binding.

14. **Governing Law.** This Agreement shall be construed and enforced in accordance with and governed by the law of the State of Rhode Island, without regard to choice of law principles. The parties agree that venue for any action arising hereunder shall be in Providence, Rhode Island.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as a sealed instrument as of the day and year first above described.

Member: Rapoza INV LLC

By: Ronald Rapoza
Name: Ronald Rapoza
Title: Sole Member

COMPANY: Solar Therapeutics Rhode Island, Inc.

By:
Name: Nicholas J. Hemond
Title: Director

ESCROW AGENT: Ronald Rapoza

By: Ronald Rapoza
Name: Ronald Rapoza
Title: Sole Member

SECURED PROMISSORY NOTE

[redacted]

December __, 2020 (the "Effective Date")

Providence County, Rhode Island

FOR VALUE RECEIVED, the undersigned, **SOLAR THERAPEUTICS RHODE ISLAND, INC.** a Rhode Island not-for-profit corporation ("**Borrower**"), promises to pay to the order of **RAPOZA INV LLC** a Rhode Island limited liability company ("**Holder**"), the principal sum of $[redacted] (the "**Loan Amount**") in the manner and at the place provided below.

This **SECURED PROMISSORY NOTE** (this "**Note**") is issued in connection with the terms of a certain Escrow Agreement dated December 14, 2020 and attached hereto as Exhibit B. Capitalized terms used herein not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

1. **Payment**. All payments of principal and interest under this Note shall be made in lawful money of the United States of America, in same day funds, without offset, deduction, or counterclaim, to Holder via the wiring or banking instructions provided to Borrower, or in such other manner and at such other place as Holder may designate to Borrower in writing from time to time.

2. **Installment Payments; Repayment**. Principal and interest hereunder shall be payable in forty-eight (48) consecutive monthly installments, commencing on a date six (6) months after the disbursement of the loan amount pursuant to the terms of the Escrow Agreement and continuing on the same day of each month thereafter through and including forty-eight (48) months from the date of commencement of payments and in one final installment of the entire unpaid balance of principal and interest on the payment date in the forty-eighth (48^{th}) month. The monthly payment will be based upon the original loan amount amortized over the repayment term in equal installments (of principal and interest), pursuant to an amortization schedule which shall be attached at **Exhibit A** upon award of a dispensary licensed from the Rhode Island Department of Business Regulation to Borrower. Each payment will be credited first to interest and then to principal, and interest will cease to accrue on any principal so paid. Acceptance by Holder of any payment differing from the designated installment payment listed above does not relieve Borrower of the obligation to honor the requirements of this Note. If any payment date falls on a day that is not a business day, then payment shall be due the following business day.

3. **Interest**. Interest on the unpaid principal balance of this Note is payable commencing from the Effective Date until this Note is paid in full, at the rate of eight percent (8.00%) per annum, compounded monthly. Accrued interest will be computed on the basis of a 365-day or 366-day year, as the case may be, based on the actual number of days elapsed in the period in which it accrues. Interest shall begin accruing from the date in which the disbursement of the loan proceeds in made to the Borrower pursuant to the terms of the Escrow Agreement.

4. **Prepayment**. Borrower may prepay this Note, in whole or in part, at any time before maturity without penalty or premium. Any partial prepayment will be credited first to accrued interest, then to principal. No prepayment extends or postpones the maturity date of this Note.

5. **Late Charge**. Without limiting Holder's right to charge and collect interest at the Default Rate (as defined herein) upon the occurrence of an Event of Default (as defined herein), Borrower

[redacted]

6. **Security Agreement**. This Note is secured by certain assets in accordance with that certain SECURITY AGREEMENT, of even date herewith (the "**Security Agreement**"). If an Event of Default (defined in Section 7 of this Note) occurs, Holder will have the rights and remedies set forth in this Note and in the Security Agreement.

7. **Events of Default**. Each of the following constitutes an "**Event of Default**" under this Note: (i) Borrower's failure to make any payment within 30 days of the date when due under the terms of this Note, including the final payment due under this Note when fully amortized; (ii) the filing of any voluntary or involuntary petition in bankruptcy by or regarding Borrower or the initiation of any proceeding under bankruptcy or insolvency laws against Borrower; (iii) an assignment made by Borrower for the benefit of creditors; (iv) the appointment of a receiver, custodian, trustee, or similar party to take possession of Borrower's assets or property; (v) the dissolution or liquidation of Borrower; (vi) the breach of the Agreement by Borrower; and/or (vii) a Change of Control (as defined herein). For purposes of this Note, "**Change of Control**" means (a) the sale, acquisition or liquidation of all or substantially all of the assets of Borrower in a single transaction or series of related transactions, (b) the merger, consolidation or acquisition of Borrower with, by or into another corporation, entity or person, or (c) the sale or acquisition of a majority of the equity securities of Borrower in a single transaction or series of related transactions.

8. **Acceleration; Remedies on Default**. If any Event of Default occurs, all principal and other amounts owed under this Note will become immediately due and payable without any action by Holder, Borrower, or any other person, and, from and after such Event of Default, the unpaid principal and accrued and unpaid interest and any other unpaid amounts and costs due under this Note will bear interest at a rate (the "**Default Rate**") equal to the lesser of fifteen percent (15%) per annum or the maximum rate allowed by applicable law. Further, if any Event of Default occurs, Borrower agrees to cooperate with any action required to transfer all business and liquor license(s) back to Holder or its designee. Holder, in addition to any rights and remedies available to Holder under this Note, may, in Holder's sole discretion, pursue any legal or equitable remedies available to Holder under applicable law, in equity or under this Note or the Security Agreement.

9. **Waiver of Presentment; Demand**. Borrower hereby waives presentment, demand, notice of dishonor, notice of default or delinquency, notice of protest and nonpayment, notice of costs, expenses or losses and interest on those, notice of interest on interest and late charges, and diligence in taking any action to collect any sums owing under this Note, including (to the extent permitted by law) waiving the pleading of any statute of limitations as a defense to any demand against Borrower. Until this Note is satisfied in full, acceptance by Holder or any other holder of this Note of any payment differing from the payments set forth in this Note does not relieve the undersigned of the obligation to honor the requirements of this Note.

10. **Time of the Essence**. Time is of the essence for every obligation under this Note.

11. **Governing Law; Jurisdiction; Waiver of Jury Trial.** This Note shall be construed and enforced in accordance with and governed by the laws of the State of Rhode Island (without giving effect to any conflicts or choice of laws or provisions thereof that would cause the application of the domestic substantive laws of any other jurisdiction). The parties expressly and irrevocably acknowledge and agree that the Federal and State courts located in Providence County, Rhode Island shall be the exclusive venue, and each further agree to submit to the exclusive jurisdiction of the Federal and State courts located in Providence County, Rhode Island, relating to any disputes between them arising either directly or indirectly out of or relating to this Note. **THE PARTIES WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INSTITUTED IN CONNECTION WITH THIS NOTE.**

12. **Collection Costs and Attorneys' Fees.** Borrower shall pay all reasonable out-of-pocket and documented costs and expenses of the collection of indebtedness evidenced by this Note, including reasonable attorneys' fees and court costs, at all appellate levels, in addition to other amounts due hereunder.

13. **Assignment and Delegation.** Borrower may not assign any of its rights under this Note. Borrower may not delegate any performance under this Note. Holder may freely assign or transfer this Note without the prior consent of Borrower. If a purported assignment or purported delegation is made in violation of this Section 13, it is void.

14. **Severability.** If any one or more of the provisions contained in this Note is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this Note, but this Note will be construed as if those invalid, illegal, or unenforceable provisions had never been contained in it, unless the deletion of those provisions would result in such a material change so as to cause completion of the transactions contemplated by this Note to be unreasonable.

15. **Notices.** Any notice required or permitted under this Note shall be given in writing and shall be deemed effectively given and received: (i) upon personal delivery to the party to be notified, (ii) upon delivery by confirmed electronic transmission if received by the recipient before 5:00 p.m. local time on a business day, and if not, then the next business day, (iii) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid, or (iv) one (1) business day after deposit with a nationally recognized overnight courier service, and addressed as follows (or such other address as a party shall have furnished the other party in accordance with this Section 15):

If to Holder:

SOLAR THERAPUETICS RHODE ISLAND, INC.
C/O Darrow Everett, LLP
Attn: Nicholas Hemond, Esq.
One Turks Head Place, Suite 1200
Providence, Rhode Island 02903
Attn: Gianfranco Marrocco
Email: nhemond@darroweverett.com

If to Borrower:

Rapoza INV LLC

_____

_____

Attn: Ronald Rapoza
Email: _____

16. **Modification; Waiver**. No term of this Note may be amended or waived except in a signed writing by the party to be charge. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Note will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so expressly specifies.

17. **Counterparts**. This Note may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Note, use of a facsimile, e-mail or other electronic medium shall have the same force and effect as an original signature.

18. **Headings**. The descriptive headings of the sections and subsections of this Note are for convenience only, and do not affect this Note's construction or interpretation.

[*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES TO FOLLOW*]

[SIGNATURE PAGE; SECURED PROMISSORY NOTE]

IN WITNESS WHEREOF, the undersigned have executed this **SECURED PROMISSORY NOTE** effective as of the 15th day of December, 2020.

BORROWER:

SOLAR THERAPEUTICS RHODE ISLAND.

By: _____

Name: Nicholas J. Hermond

Title: Director

Date: 12/15/2020

HOLDER:

RAPOZA INV LLC

By: _____

Name: Ronald Rapoza

Title: Sole Member

Date: 12/15/2020

SCHEDULE A

Amortization Schedule To Be Attached Upon Approval of License

Exhibit B

Escrow Agreement

Annex E

Annex E

N/A- There are no financial transactions between the Applicant/Licensee and any immediate family members.

Annex F

570 Nooseneck Rd.

Owner/Landlord: 570 Nooseneck Hill LLC
570 Nooseneck Hill Rd.
Exeter Rhode Island

Cost: [redacted]uring option period to commence on January 1, 2021 final lease to be determined upon exercising option.

Term: Option to commence on January 1, 2021 and last until either a) tenant is granted a license or b) a license is awarded and tenant is not chosen.

Annex G

Annex G

At this time there is no equipment that will be purchased costing over $100,000.00 Solar Therapeutics will amend Annex G if this changes.

Annex H

Annex H

Edward Dow- $[redacted]

Ronald Rapoza- [redacted]

Store Manager- [redacted]

Shannon Venezia- [redacted]

Human Resources Manager- [redacted]

Director of Security [redacted]

Inventory Manager- [redacted]

Security Agent- [redacted]

Inventory Associate- [redacted]

Store Associate- [redacted]

Owners by Effective Percentage of Ownership

	Effective Percentage of Ownership	Capital Contributions, if any
Rapoza, Ronald	[redacted]	
Dow, Edward		

Third Party Management/Operation Agreements

Entity	2019 Comp	2018 Comp	2017 Comp	2016 Comp	2015 Comp
Dow Dispensary Management LLC	[redacted]				

Directors, Officers, and Key Persons

Name	2019 Comp	2018 Comp	2017 Comp	2016 Comp	2015 Comp
Hemond, Nicholas	[redacted]				
Rapoport, Ronald					
Nasuti, Jill					
Rapoza, Ronald					
Dow, Edward					

CC FORM 5

BUSINESS LICENSE IDENTIFICATION FORM

Applicant hereby state(s) as follows:

With respect to Applicant and any Owner or Interest Holders described in Form 2, Section I, such persons have either applied for or are currently or have been previously licensed, registered or authorized to produce or otherwise deal in the manufacture or distribution of marijuana in any form, in the below states or jurisdictions and corresponding agency or authority.

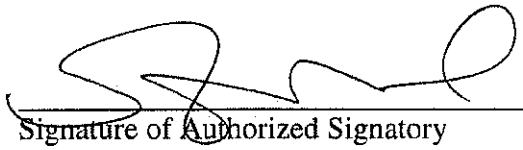
State & Name of Agency	Type of License	Name of Licensee	License or Registration #
N/A	N/A	N/A	N/A

Applicant disclosed and provided any and all denial, suspension, revocation, fines, or other sanction of the license, registration or authorization listed above as instructed in CC FORM 3.

Applicant hereby authorizes: (1) the Rhode Island Department of Business Regulation to contact the agencies indicated above for information regarding Applicant and the licenses/registrations listed above; and (2) such other state agencies to provide any and all information requested by the Department regarding the licenses/registrations. If requested by the Department, Applicant will provide any additional authorization required by any of the state agencies in order to provide information requested by the Department.

The undersigned hereby acknowledges and agrees that Applicant/Licensee has a continuing obligation to disclose any changes and shall provide written notice to the Department within thirty (30) days of any change of the information provided and the statements made in this Form 5 and that each such notice shall include an updated Form 5.

Under penalty of perjury, I hereby declare and verify that all statements on and information submitted with this Form 5 are complete, true, correct, and accurate.



Signature of Authorized Signatory

12/15/2020
Date

Nicholas J. Hemond, Esq.
Printed Name
Print Title: Director
Print Name of Applicant/Licensee: Solar Therapeutics Rhode Island, Inc.

Part 5 – Compassion Center Application Required Exhibits

CC Exhibit A – Disclosure of Material Financial Interests/Divestiture Plan

Attach hereto as CC Exhibit A is Applicant's complete disclosure statement of any material financial interests or control in another Rhode Island compassion center, cultivator, cooperative cultivation, or other marijuana establishment licensee and a plan of divestiture in compliance with §§ 1.2(C)(4)(i) & 1.2(F)(7). Please review the definition of "material financial interest or control" in § 1.1(A)(30) of the Regulations.

The materials must demonstrate Applicant's understanding of and ability to comply with the requirements under the Act and the Regulations.

[ATTACH AND SIGN BELOW – If None, state "None" and Sign]

None

Signature of Authorized Signatory

12/15/2020
Date

Nicholas J. Hemond, Esq.
Printed Name
Print Title: Director
Print Name of Applicant/Licensee: Solar Therapeutics Rhode Island, Inc.

CC Exhibit B – Compliance Plan

Attach hereto as CC Exhibit B evidence of appointment of a Compliance Officer for the proposed Compassion Center including Applicant's legal and operational compliance plan in accordance with § 1.2(C)(4)(l) of the Regulations.

The compliance plan must include, without limitation, a written description of Applicant's policies, procedures, and plan with regard to patient privacy, sales to out-of-state patients, procedures for access to restricted areas, affiliations with local patient and community organizations, employee/workplace drug use policies/procedures, compliance testing policies/procedures, and Applicant's proposed policies/procedures/mechanisms to ensure compliance with prohibited financial interests and, if applicable, the additional requirements for establishing and maintaining its nonprofit status.

The plan and materials must demonstrate Applicant's understanding of and ability to comply with the requirements under the Act and the Regulations.

[ATTACH AND SIGN BELOW]

Signature of Authorized Signatory

12/15/2020
Date

Nicholas J. Hemond, Esq.
Printed Name
Print Title: Director
Print Name of Applicant/Licensee: Solar Therapeutics Rhode Island, Inc.

Compliance Plan

I. INTRODUCTION

Solar Therapeutics Rhode Island, Inc. (Solar) is committed to high standards of compliance with all federal and state regulations. The purpose of this Compliance Plan is to establish and maintain a culture within the industry that promotes quality and efficient standards. These ethics and values are displayed in our commitment to excellence in the services we provide. Solar's compliance policies and procedures not only help to comply with the law, but also better help serve customers, co-workers and the company itself.

II. ORGANIZATIONAL STRUCTURE

- Director of Compliance is Shannon Venezia (508-300-3438)

The duties of the Director of Compliance include:

- Ongoing assessment of compliance risk to the organization.
- Review and monitor adherence to the Solar Compliance Program.
- Developing or assisting management in the development of appropriate policies and training programs under the plan.
- Monitoring via oversight of internal compliance audits.
- Working with management and others to investigate questions of non-compliance and determining corrective action plans, as appropriate.
- Serve as a channel of communication to receive and direct compliance issues for investigation and resolution.
- Monitor regulatory changes, industry trends and issues.

III. POLICIES AND PROCEDURES

Solar's policies and procedures are an internally developed set of principles that guide how we do business. Our values of appropriate conduct in business provide a set of ethical guidelines that outline how we strive to do the right thing for its own sake in addition to strict compliance with laws and regulations.

1. PATIENT PRIVACY

Solar is committed to protecting all data collected. All records maintained by Solar regarding qualifying patients, registered primary caregivers or authorized purchasers shall be considered confidential healthcare information under applicable Rhode Island law and protected as health care information in accordance with the Federal Health Insurance Portability and Accountability Act of 1996, as amended. Solar shall ensure the confidentiality, integrity, and availability of all electronic protected health information. All transactions according to qualifying patients', authorized purchasers', and primary caregivers' registry identification numbers shall be contained in Solar's database administered by the DBH and DBR to protect the confidentiality of patient personal and medical information. Solar will not have access to any applications or supporting information submitted by qualifying patients, authorized purchasers or primary caregivers.

Applications and supporting information submitted by qualifying patients, including information regarding their primary caregivers are confidential and protected in accordance with the Act. Any list(s) of the persons to whom DOH and/or DBR have issued registry identification card shall be maintained confidentiality. Individual names and other identifying information on the list shall be maintained confidential and not be considered a public record pursuant to R.I. Gen. Laws § 38-2-2(4) and shall not subject to disclosure, except to authorized employees of the DOH and DBR as necessary to perform official duties of the Departments and pursuant to the Act.

2. SALES TO OUT-OF-STATE PATIENTS

Prior to procurement, all out-of-state patients are required to show a valid medical marijuana card corresponding to their state of residence. Out-of-state patient information shall be maintained confidentially in accordance with the state regulations. All records maintained by Solar which pertain to one or more registered qualifying patients, registered primary caregivers or authorized purchasers shall be considered confidential health care information under applicable Rhode Island law and protected as health care information in accordance with the Federal Health Insurance Portability and

Accountability Act of 1996, as amended.

3. RESTRICTED AREAS

Solar shall have all limited access areas clearly identified by the posting of signs that state: "Do Not Enter-limited Access Area- access Limited to Authorized Personnel Only". Access to restricted areas shall be restricted to employees, agents or volunteers specifically permitted by Solar, members of the DBR, state and local law enforcement and emergency personnel.

4. LOCAL PATIENT AND COMMUNITY ORGANIZATIONS

Solar is committed to ensuring the best possible care for the patients it serves. Solar will work with local community organizations to better educate those patients who qualify for medical marijuana and are interested in trying alternative types of medicine. In doing so Solar will comply with all applicable advertising and prohibited business and financial interest relationship.

Further, Solar takes illicit drug use very seriously and understands the dangers that result from the use of those drugs. Solar will work with local community organizations and police departments to assist in drug awareness programs.

5. EMPLOYEE/WORKPLACE DRUG USE

All Solar employees are to report to work fit for duty and free of any adverse effects of illegal drugs or alcohol. This policy does not prohibit employees from the lawful use and possession of prescribed medications including medical marijuana given the employee has a current, valid prescription, from a state with an operational medical marijuana program. However, the consumption of medical marijuana in any form, on Solar Therapeutics premises, vehicle or property is strictly prohibited. Employees must, however, consult with their doctors about the medications' effect on their fitness for duty and ability to work safely, and they must promptly disclose any work restrictions to their

supervisor. Employees should not, however, disclose to Solar underlying medical conditions unless directed to do so.

Solar will not allow employees to perform their duties while taking prescribed drugs that are adversely affecting their ability to safely and effectively perform their job duties. Whenever employees are working, operating any Solar vehicle, or are present on Solar premises they are prohibited from using, possessing, buying, selling, manufacturing or dispensing an illegal drug. Any illegal drugs or drug paraphernalia will be turned over to an appropriate law enforcement agency and may result in criminal prosecution.

Prior to employment, all applicants may be subject to a drug test before beginning work or receiving an offer of employment. Refusal to submit to testing will result in disqualification of further employment consideration. Employees are subject to testing based on, but not limited to, observations by the supervision of apparent workplace use, possession or impairment. Information and records relating to positive test results, drug and alcohol dependencies, and legitimate medical explanations provided are to be kept confidential to the extent required by law and maintained in secure files separate from normal personnel files. Such records and information may be disclosed among managers and supervisors on a need-to-know basis and may also be disclosed when relevant to a grievance, charge, claim or other legal proceeding initiated by or on behalf of an employee or applicant. Solar reserves the right to inspect all portions of its premises for drugs, alcohol or other contraband. Employees who possess such contraband or refuse to cooperate in such inspections are subject to appropriate discipline, up to and including discharge.

Solar Therapeutics employees will be advised of the Division of Behavioral Healthcare Services which oversees the statewide system of prevention, intervention, treatment, and recovery support services for individuals, families, and communities affected by substance addiction. A conviction of a felony drug offense in the state of Rhode Island or a like violation of the laws of other Jurisdictions shall be adequate grounds for the revocation of a Registry Identification Card.

6. COMPLIANCE TESTING POLICY

All marijuana products offered for sale by Solar shall undergo and comply with all required testing as stated in the Department of Health Testing Regulations in order to be designated as medical.

7. COMPLIANCE WITH PROHIBITED FINANCIAL INTERESTS

Pursuant to § 1.2(F)(7) of the Regulations, neither Solar, nor any of their interest holders/key persons will have any material financial interest or control in another Rhode Island compassion center, cultivator, or licensed cooperative cultivation. Any interest holder/key person that forms a material financial interest or gains control in another Rhode Island compassion center will be asked to either divest said interest or divest their interest in Solar. Further, Solar will ensure that no agents Solar will enter into any business relationship with any medical practitioner who provides written certifications of qualifying patients' medical conditions in connection with the medical marijuana program.

8. MAINTAINING NONPROFIT STATUS

Solar shall have a continuing obligation to be organized, structured and operated as a nonprofit in compliance with R.I. Gen. Laws Chapter 7-6.

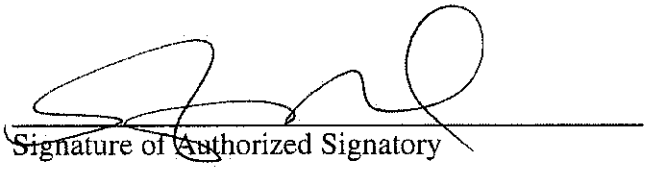
CC Exhibit C– Business Plan

Attach hereto as CC Exhibit C Applicant's Business Plan for the Compassion Center with all information and in compliance with § 1.2(C)(4)(c) of the Regulations.

The business plan must demonstrate Applicant's understanding of and ability to comply with the requirements under the Act and the Regulations, likelihood of success, and include without limitation:

a. Applicant's experience running a non-profit organization or other business, and applicant's experience running a medical marijuana business, as applicable;
b. Detailed description of amount and source of equity, debt and operating capital for the proposed compassion center, including financial statements or other documentation establishing the source of any funds;
c. Start-up funding and long-term financial feasibility plan;
d. Detailed timeline for initiating operations;
e. Funds for capital improvements and operating needs;
f. Financial capability;
g. Financial oversight and compliance plan;
h. Services for hardship patients and charity care;
i. Three (3) year projected income statement;
j. Number and category description of FTEs (full time equivalents) and associated payroll expenses (with benefits) required for staffing;
k. Description of products and services;
l. Marketing, promotional and sales plan including pricing strategy;
m. Industry and market assessment and analysis; and
n. Segment and customer profile.

[ATTACH AND SIGN BELOW]



Signature of Authorized Signatory

12/15/2020
Date

Nicholas J. Hemond, Esq.
Printed Name
Print Title: Director
Print Name of Applicant/Licensee: Solar Therapeutics Rhode Island, Inc.

Solar Therapeutics Rhode Island, Inc.

BUSINESS PLAN

Town of Exeter

December 2020

Business Plan Table of Contents

1. EXECUTIVE SUMMARY

2. COMPANY OVERVIEW

3. MARKET RESEARCH

4. PRODUCTS & SERVICES

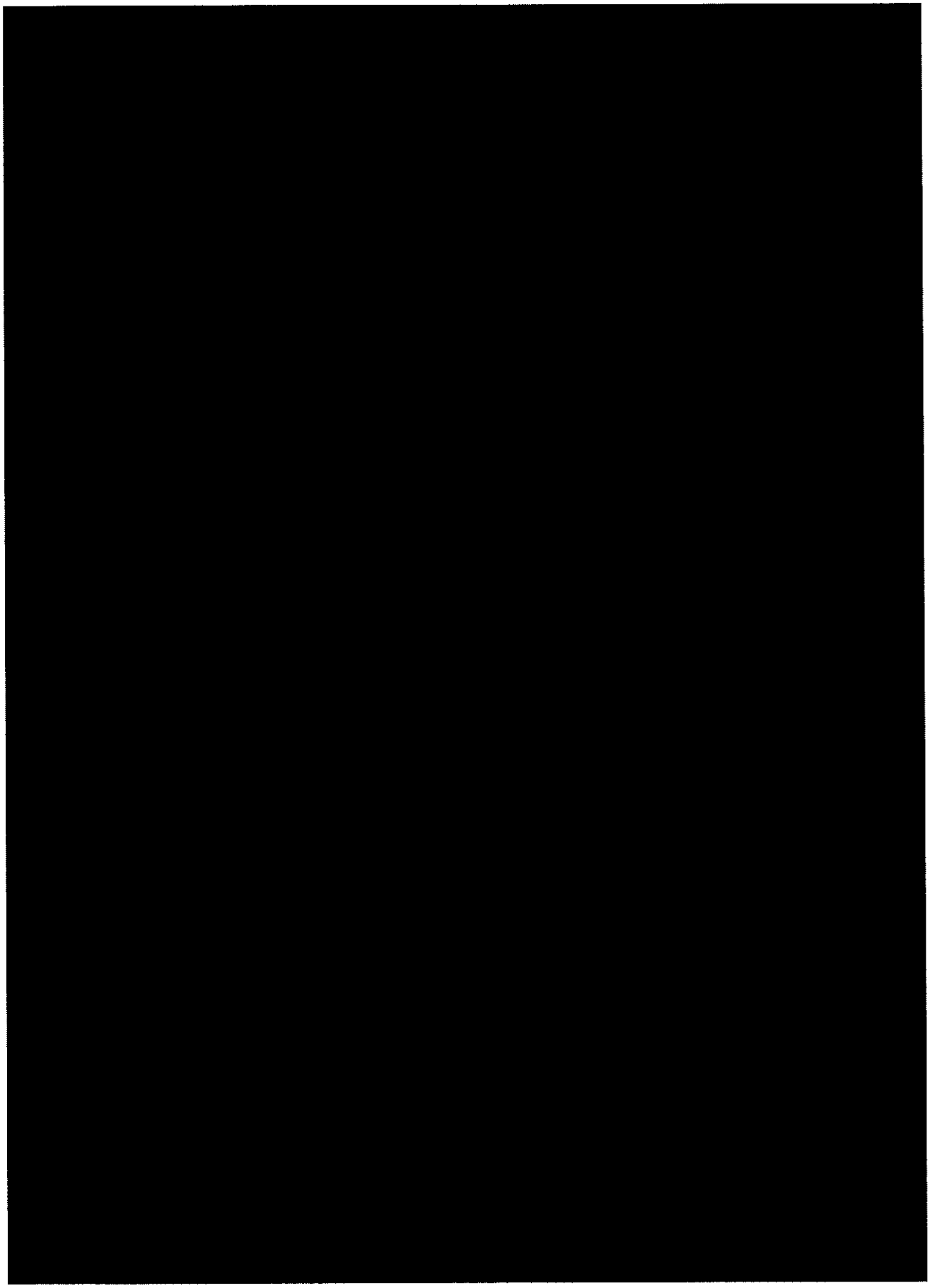
5. SALES & MARKETING

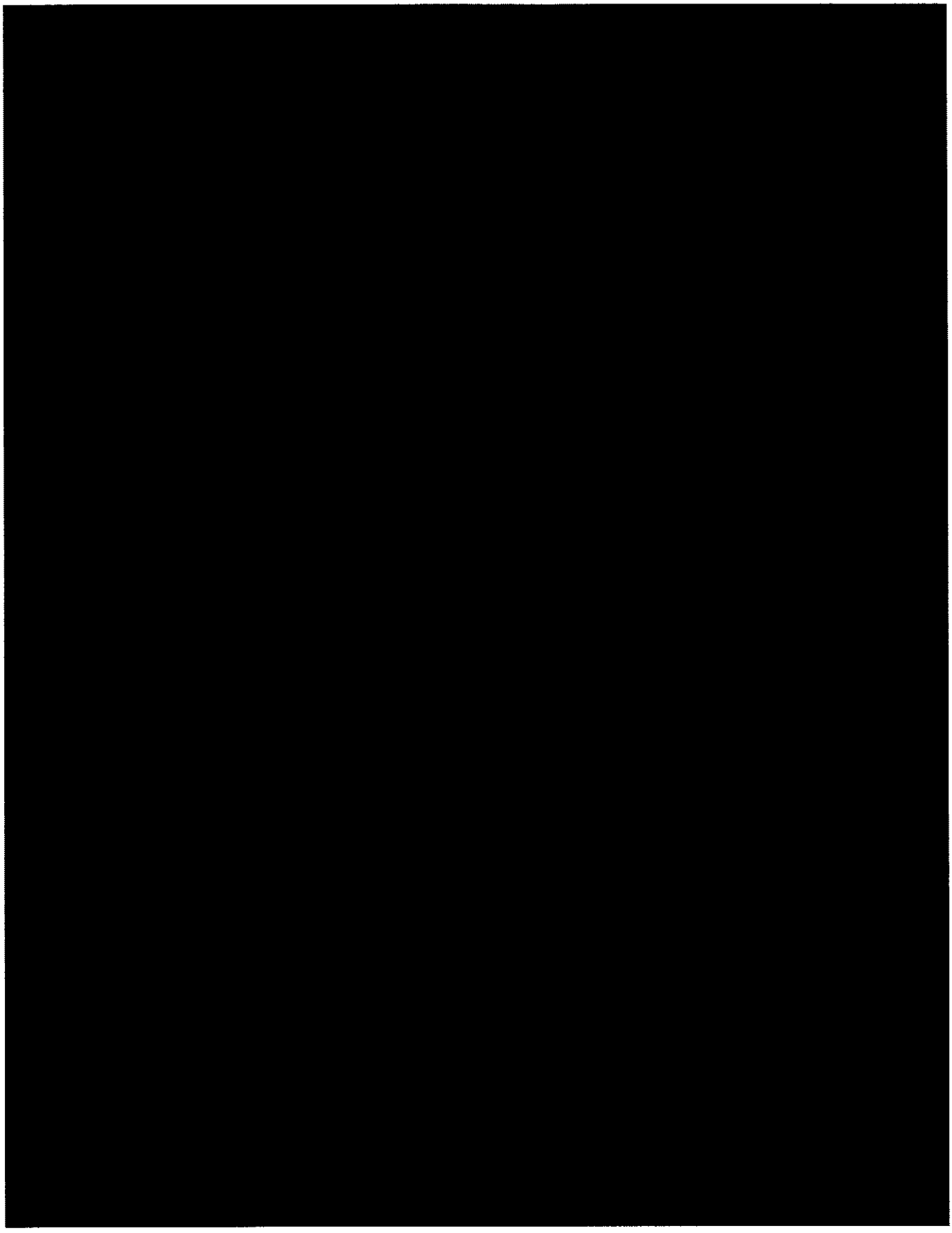
6. FINANCIALS & PROJECTIONS

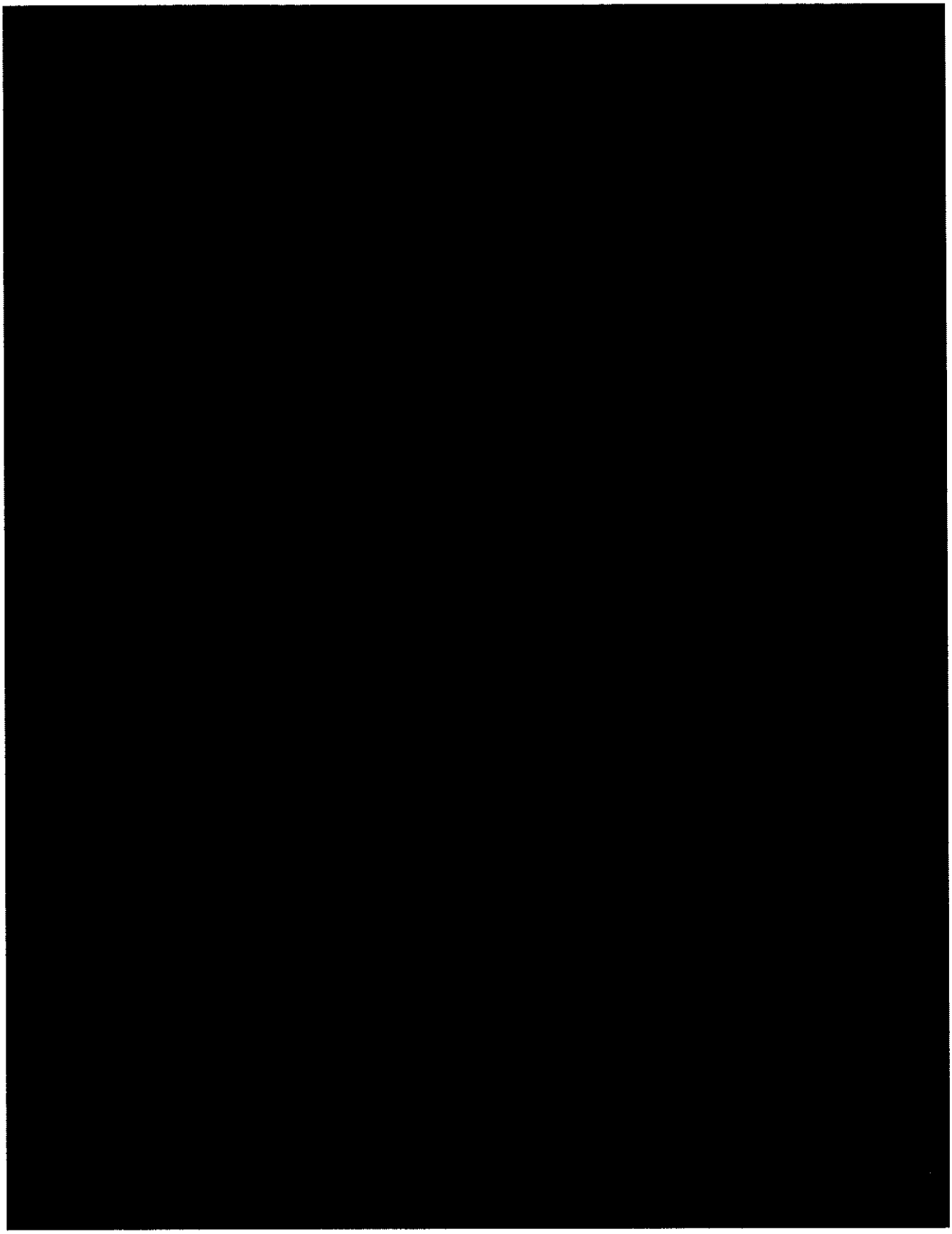
7. TIMELINE FOR INITIATING OPERATIONS

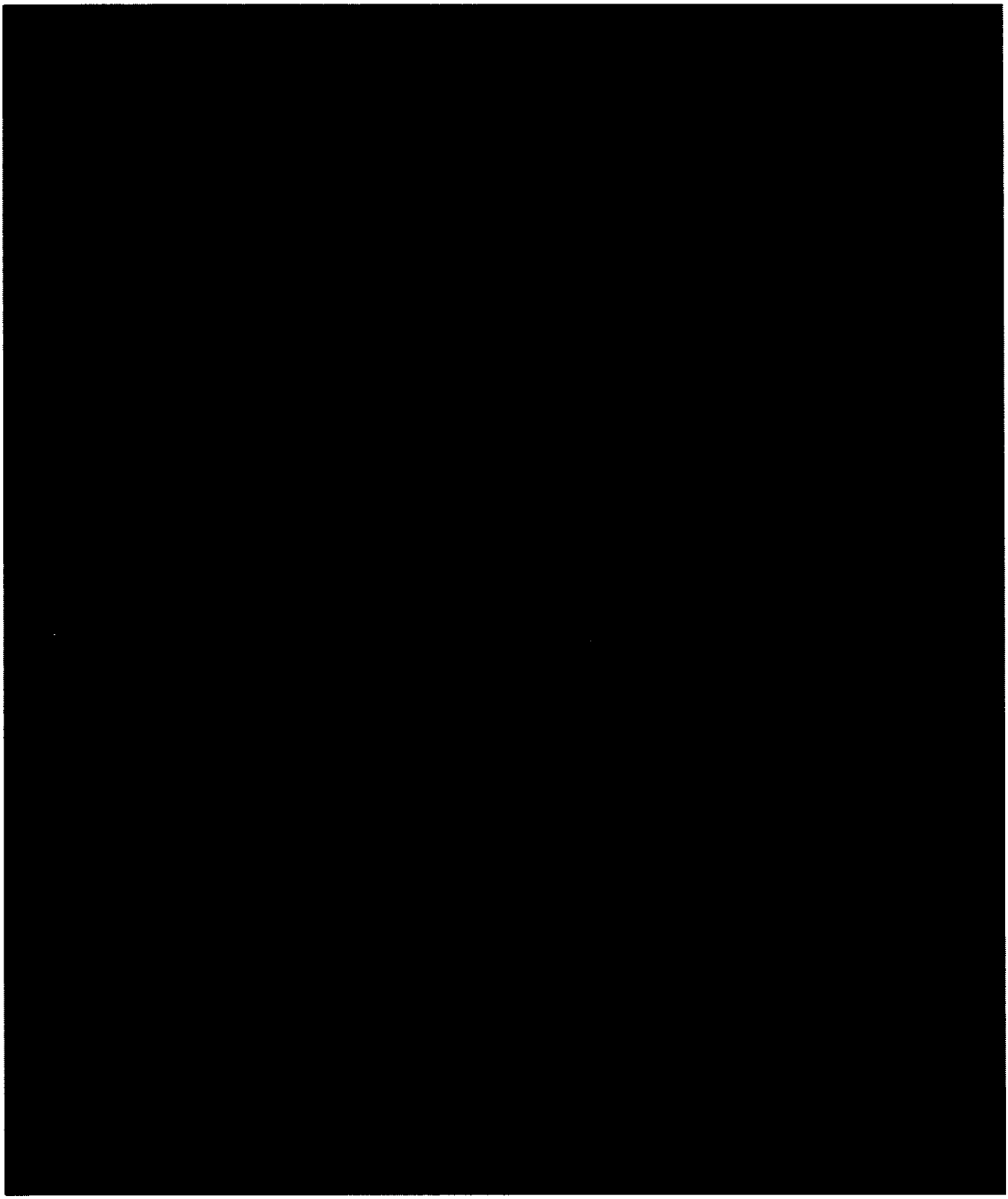
8. OUR TEAM

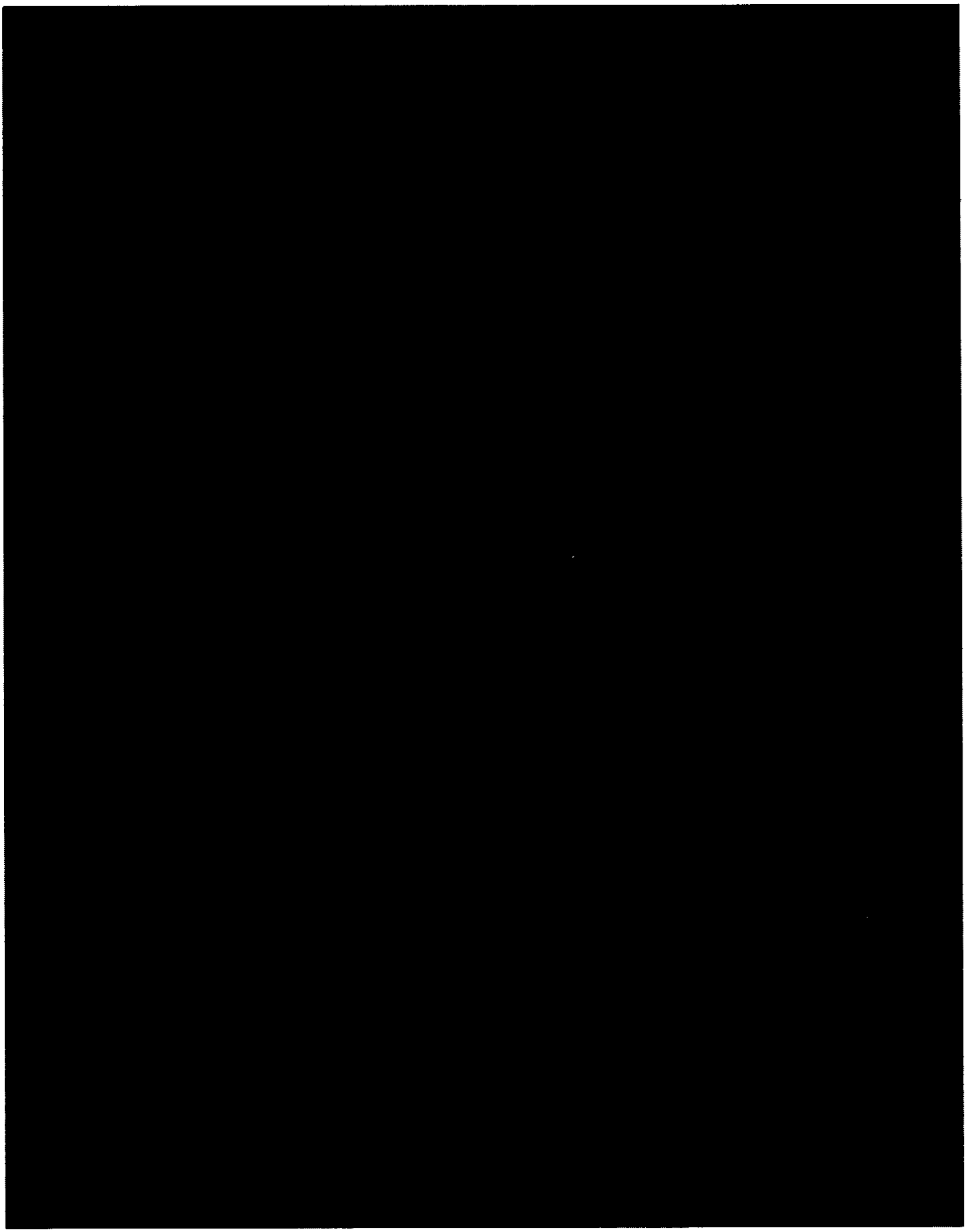
9. FINAL REMARKS

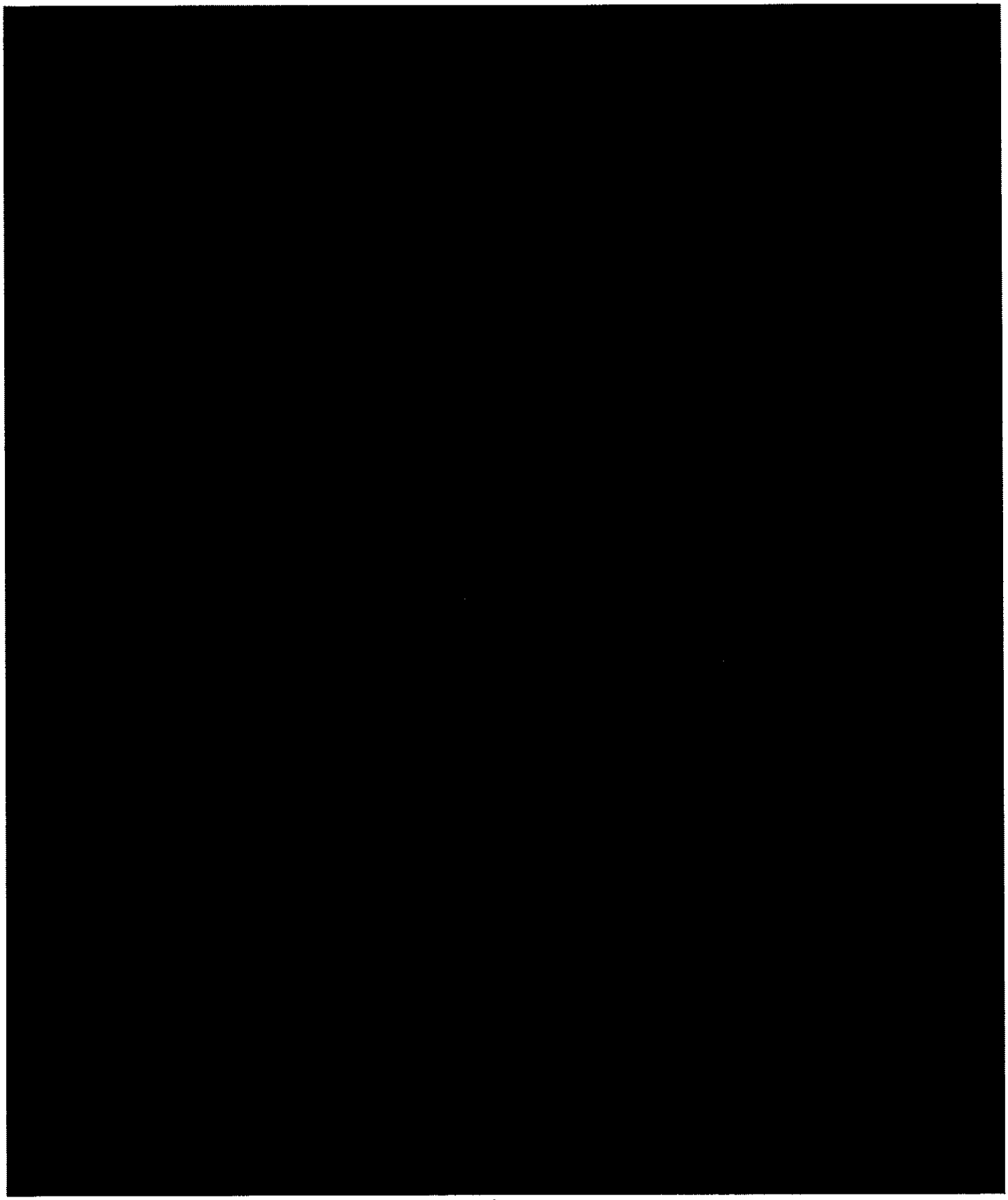


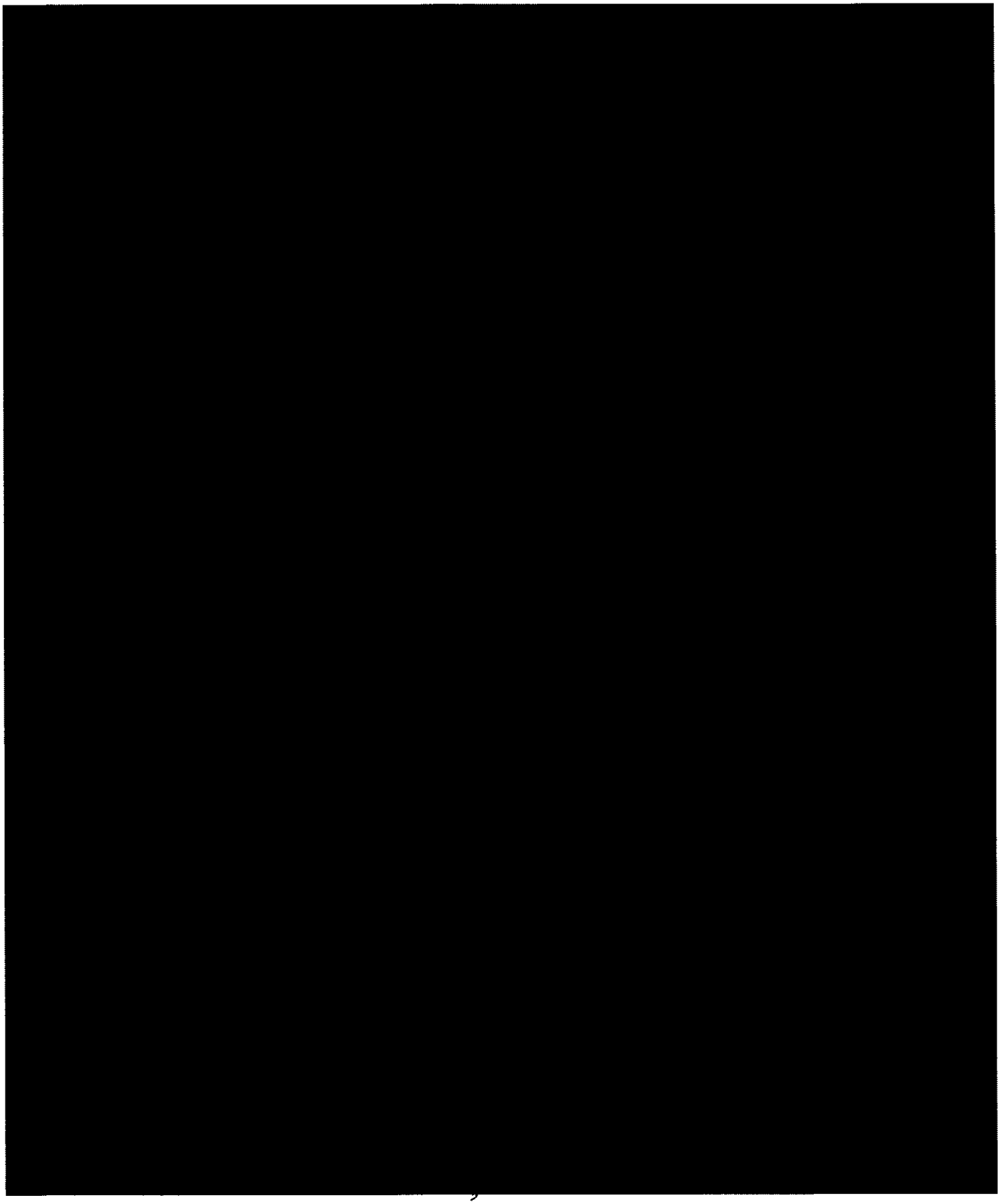


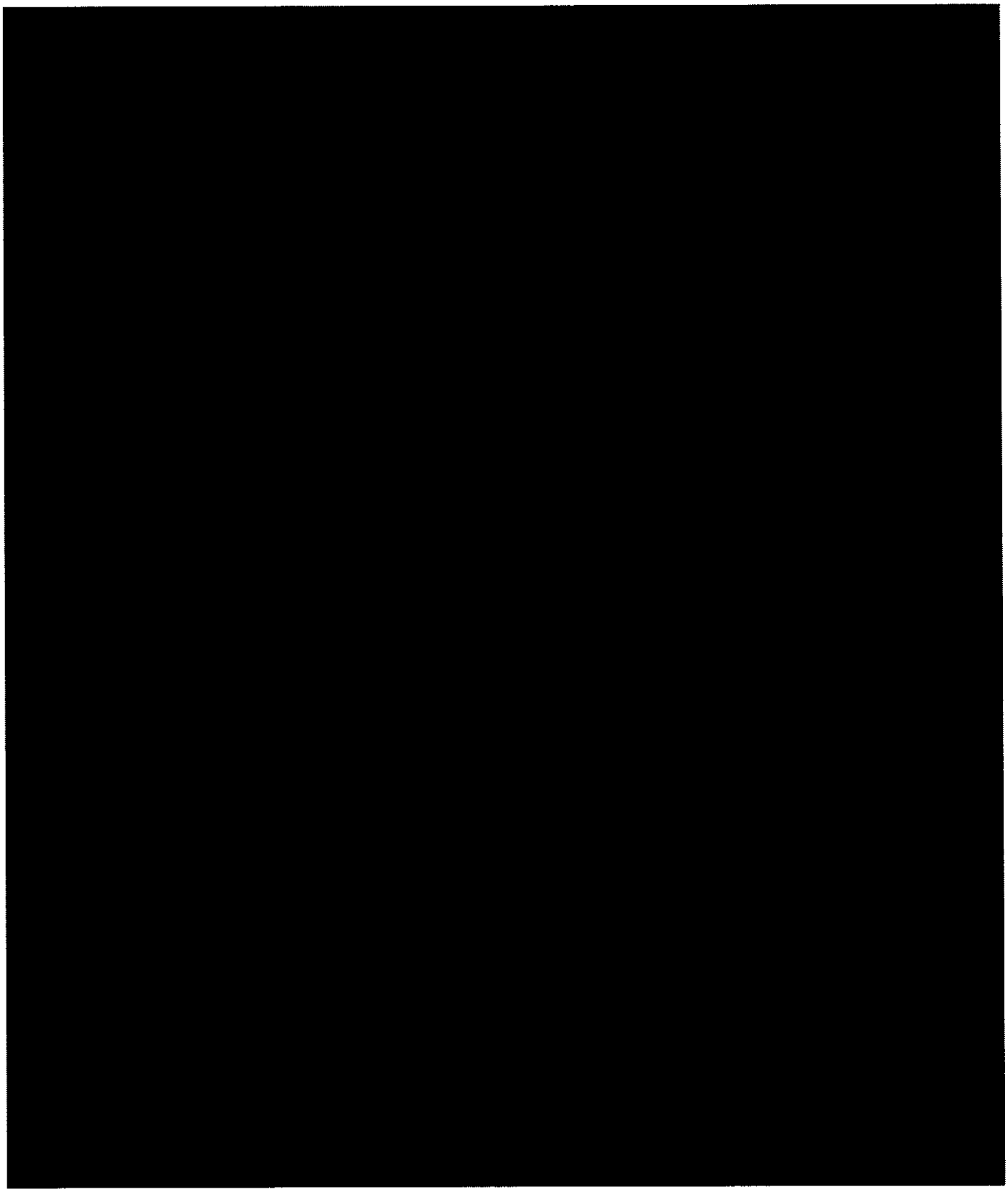


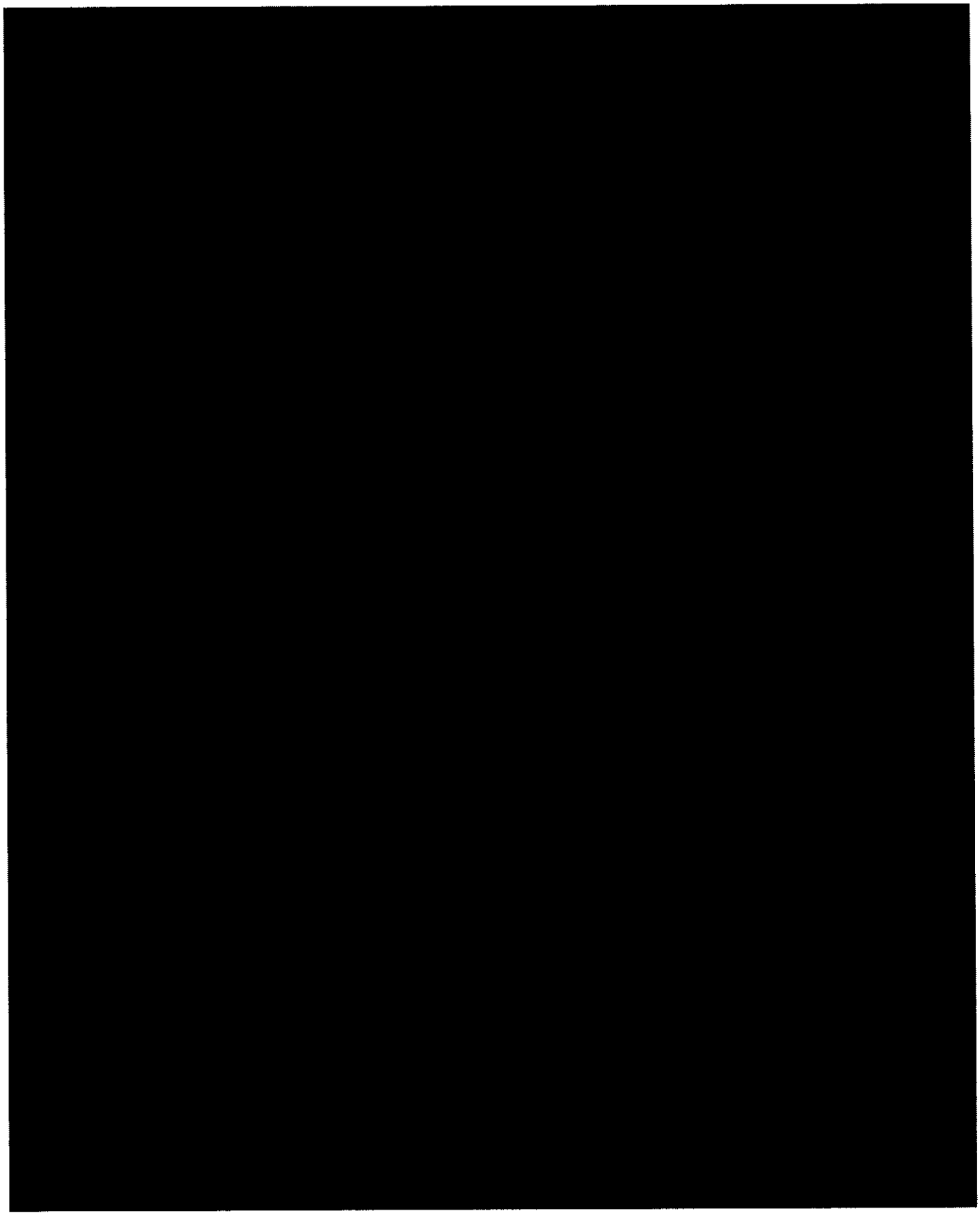


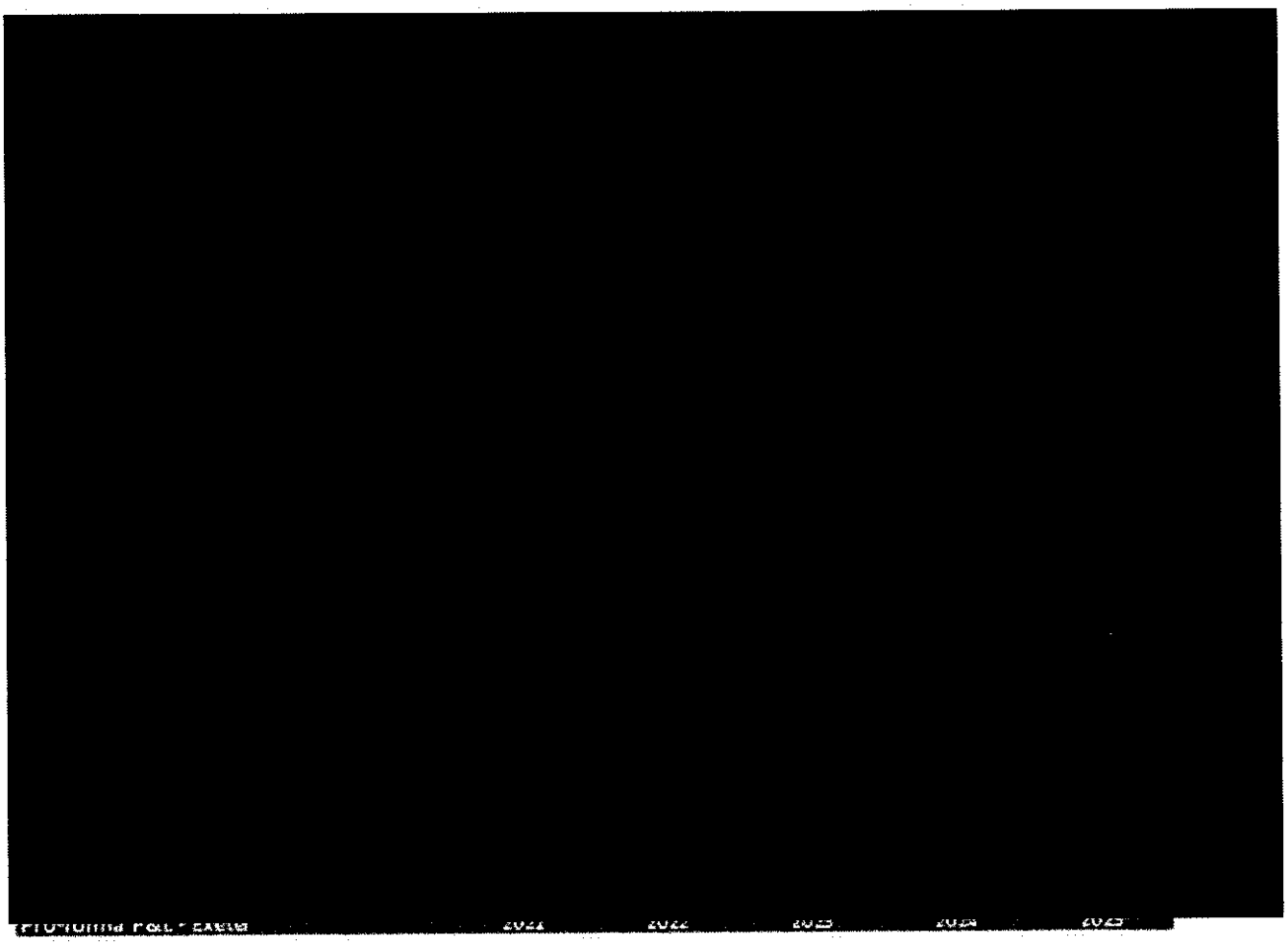


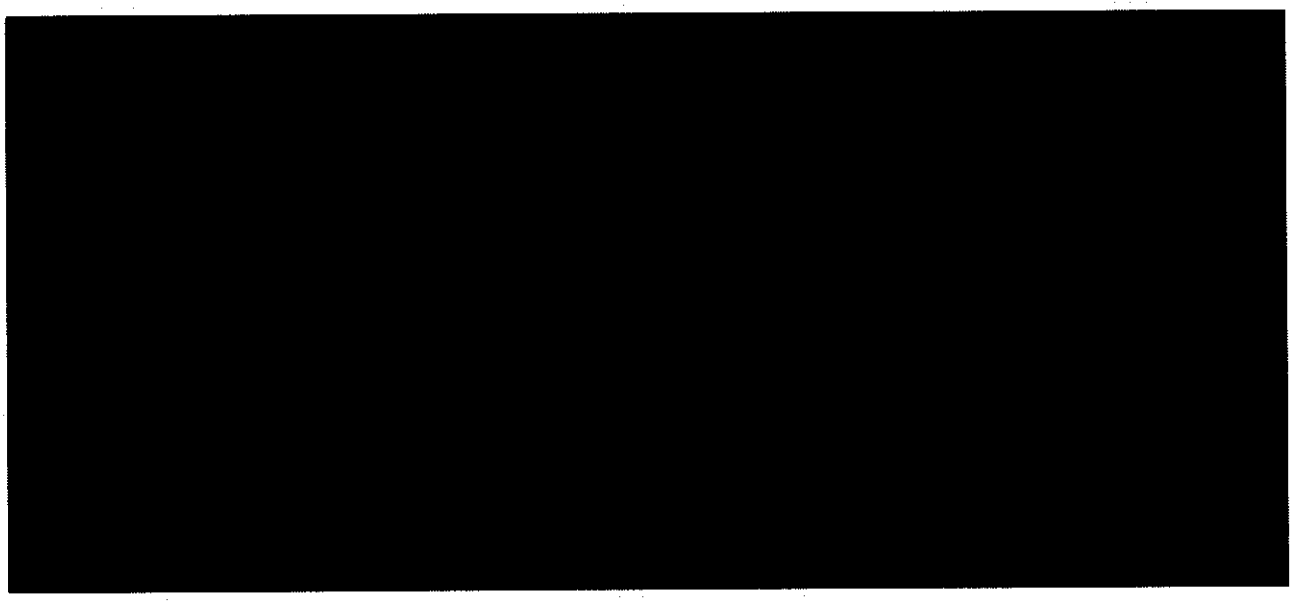




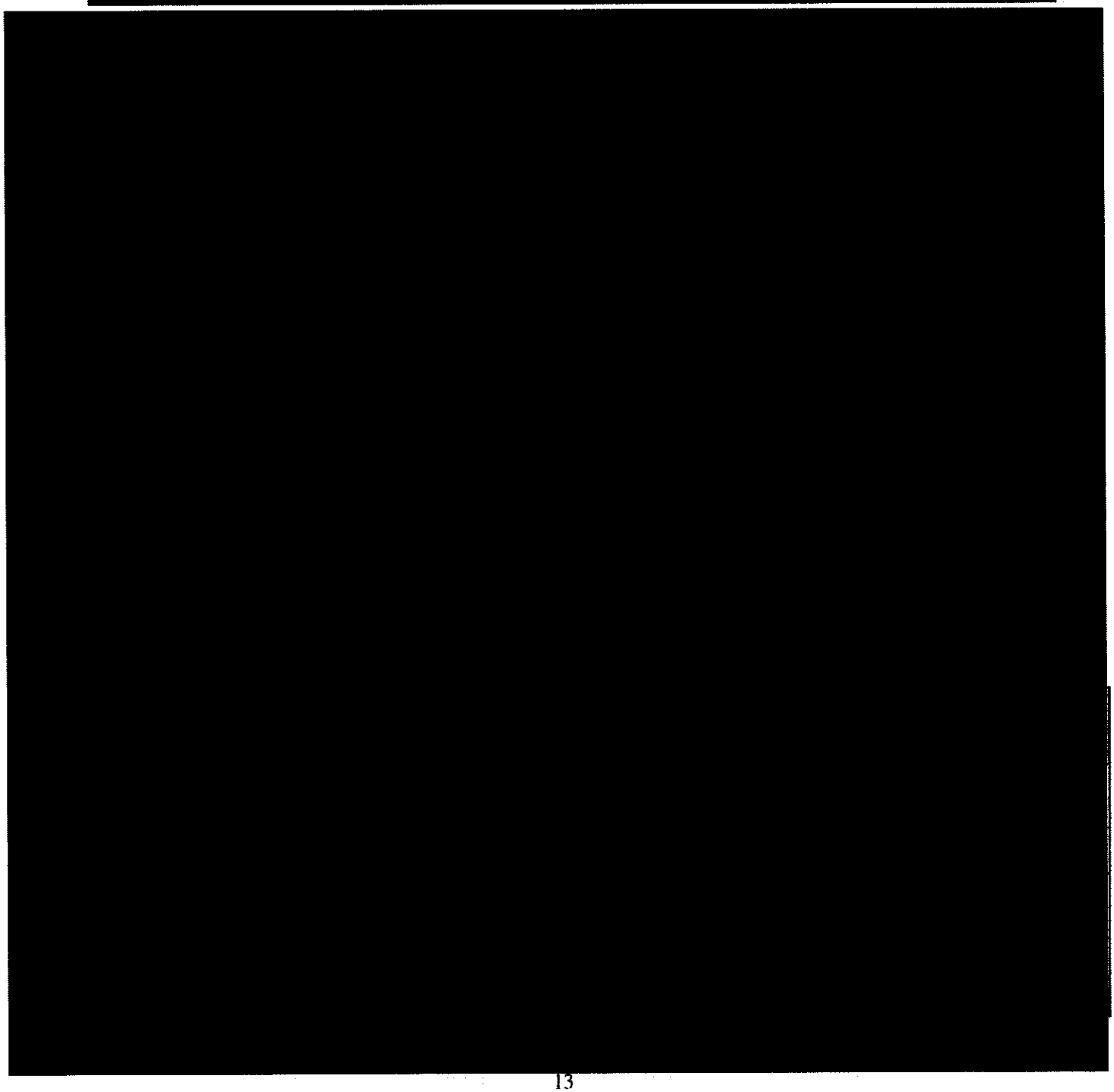


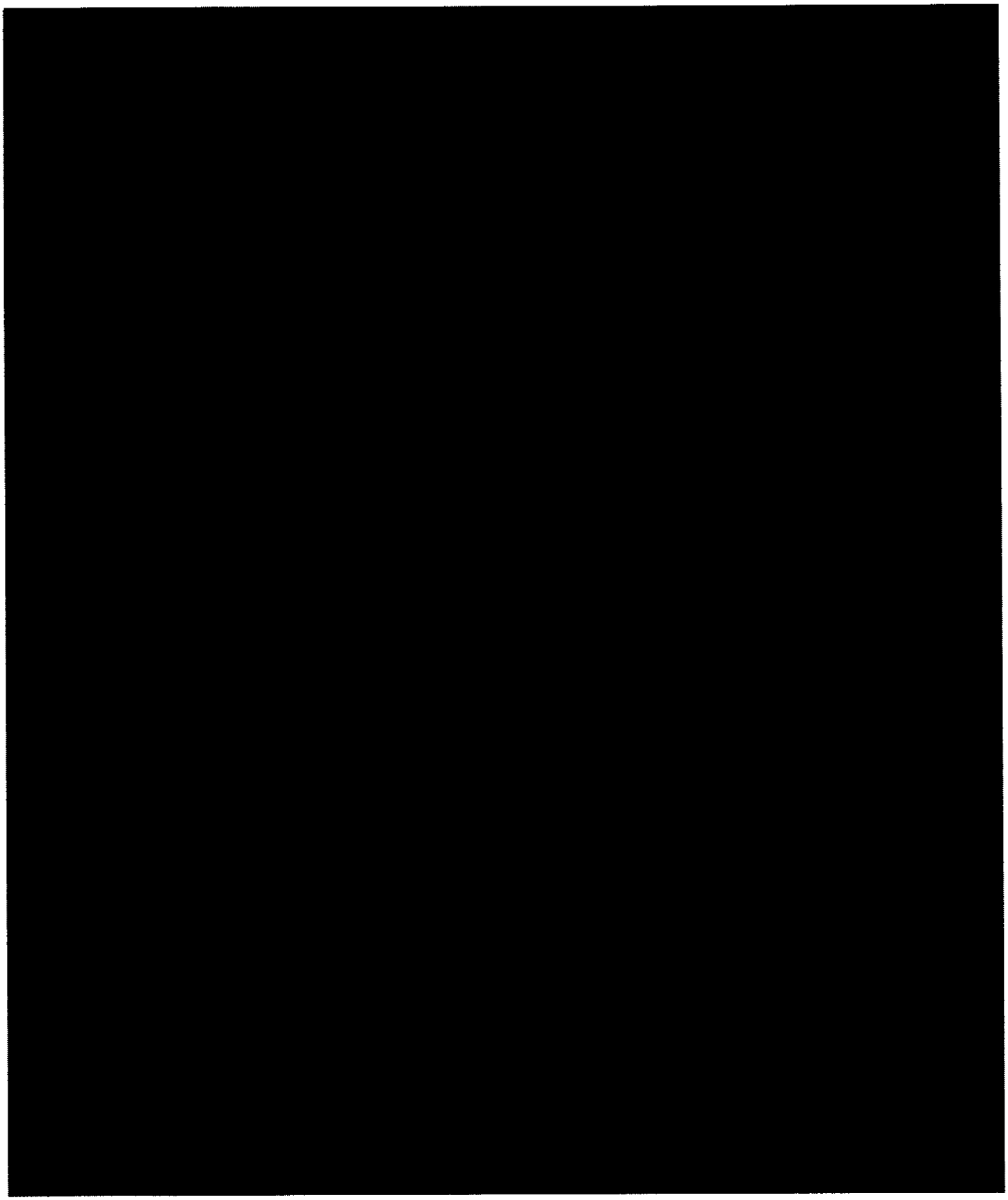


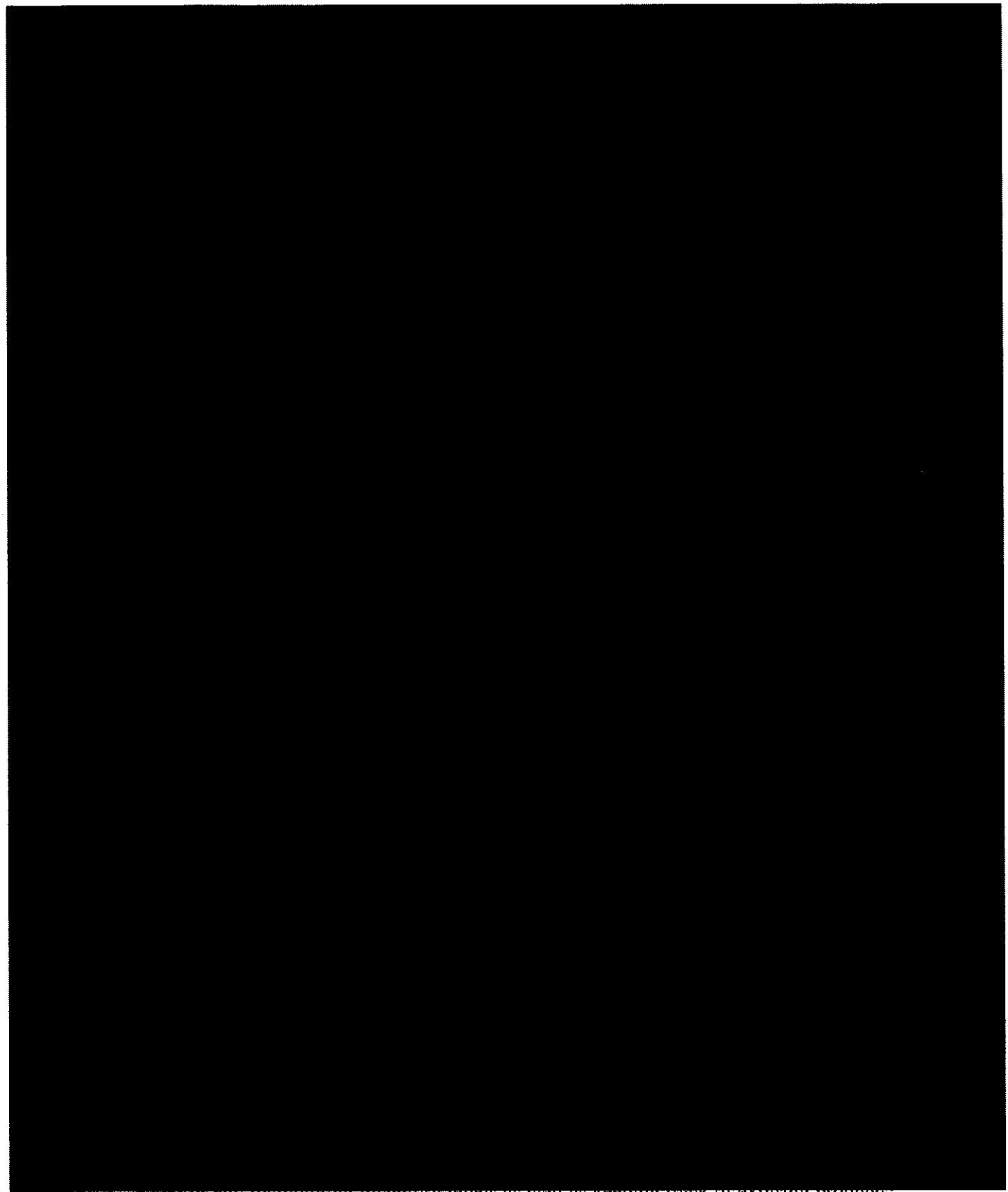




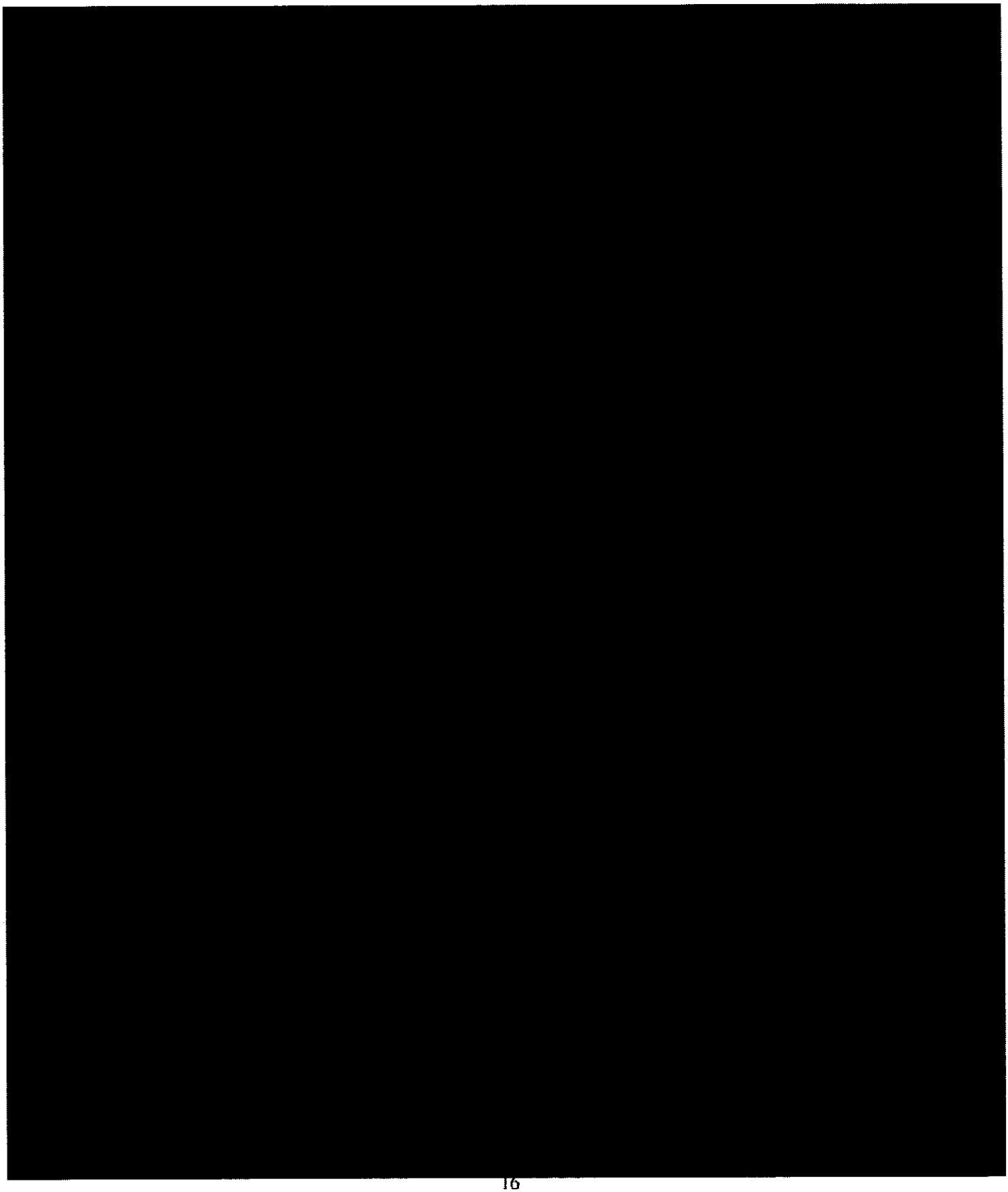
Revenues Assumptions - Exeter	2021	2022	2023	2024	2025

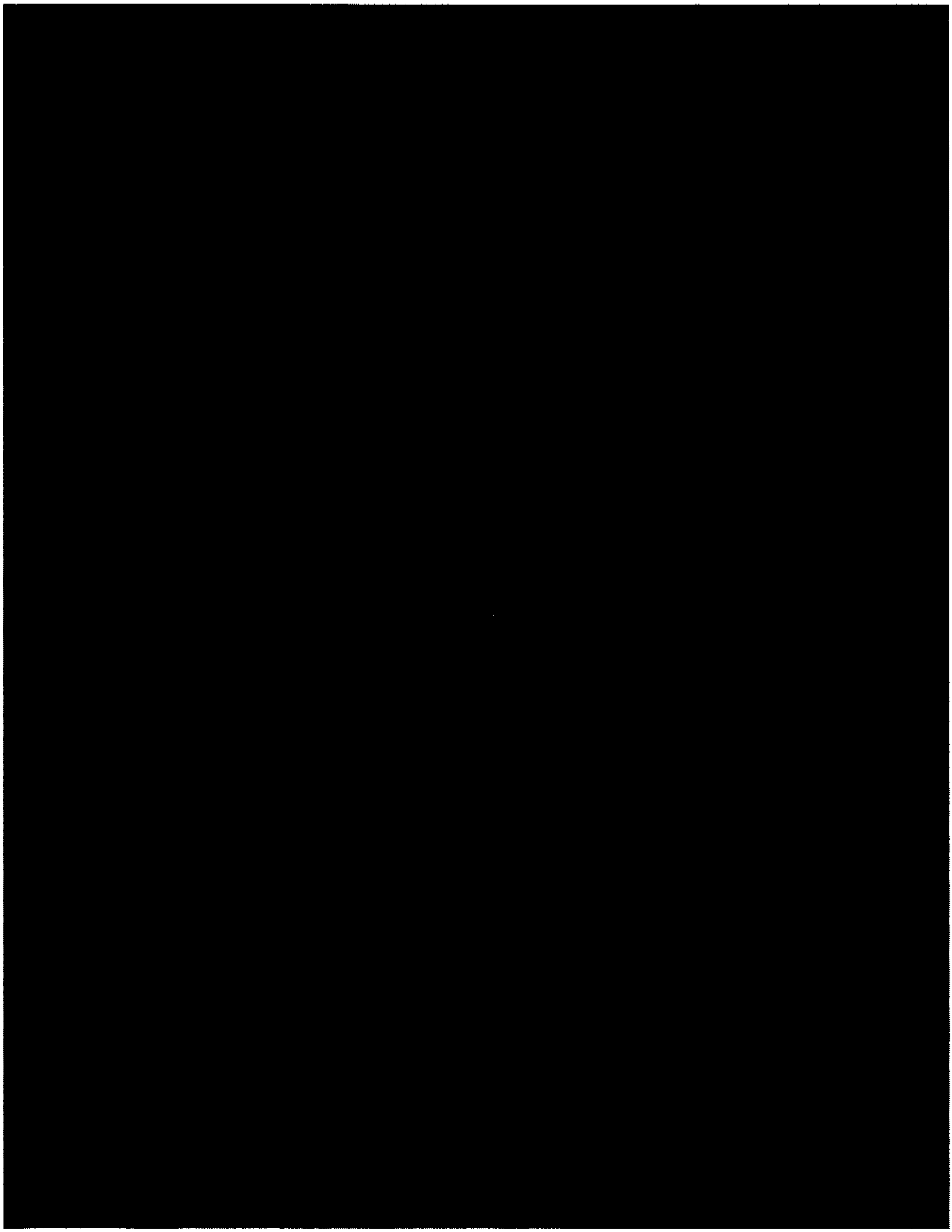


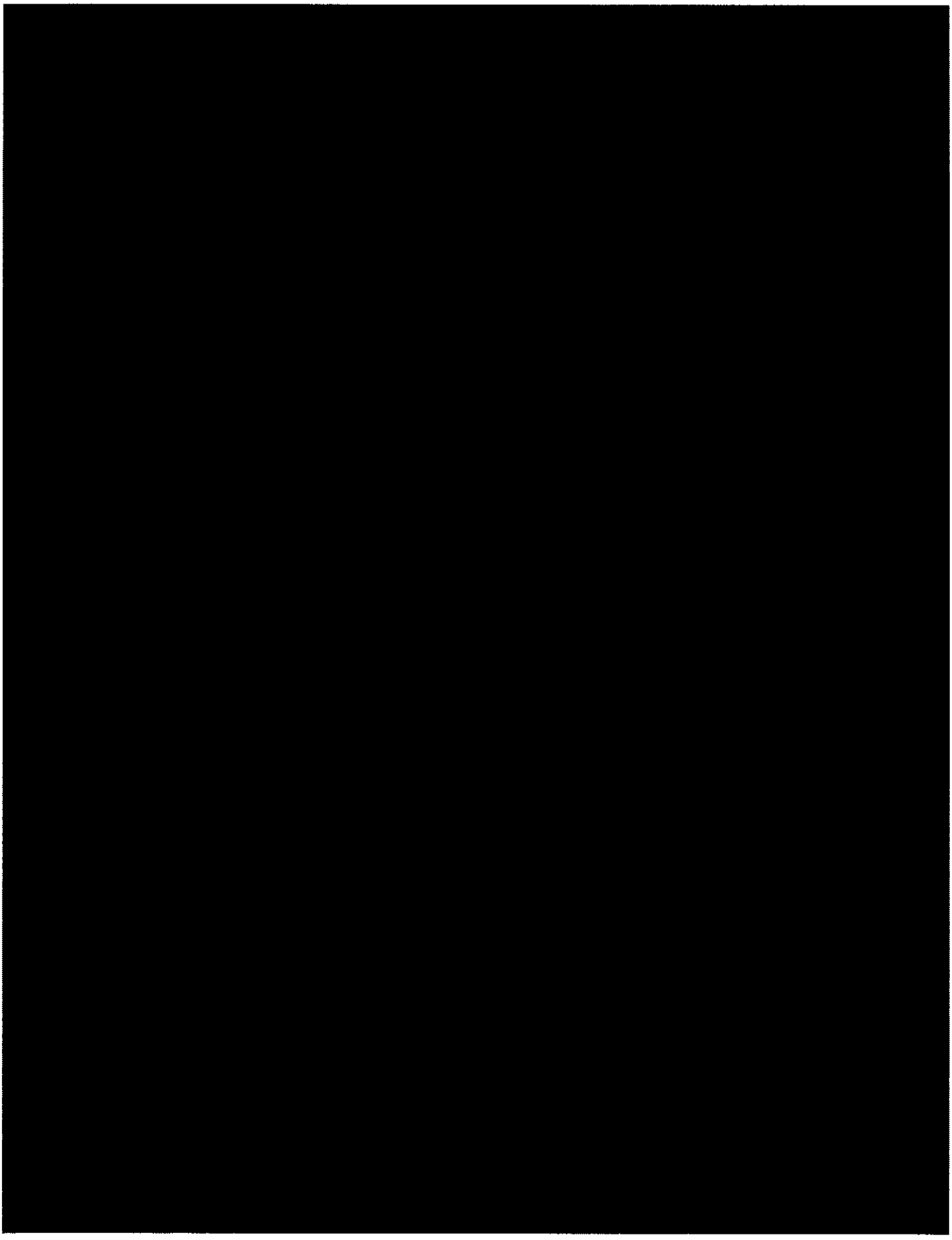


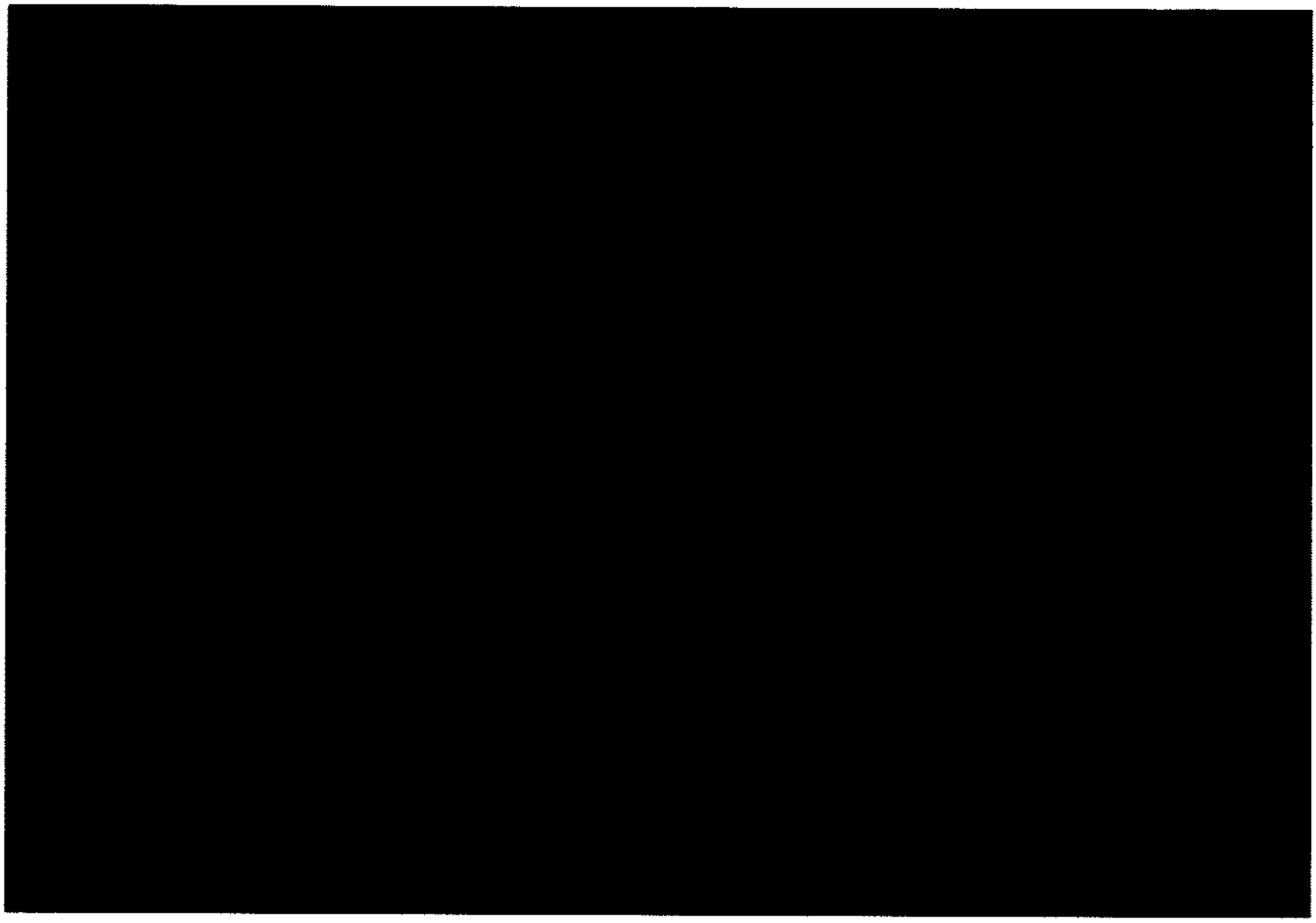


5. Monitor and maintaining inventory levels as well as keeping track of expiring products;

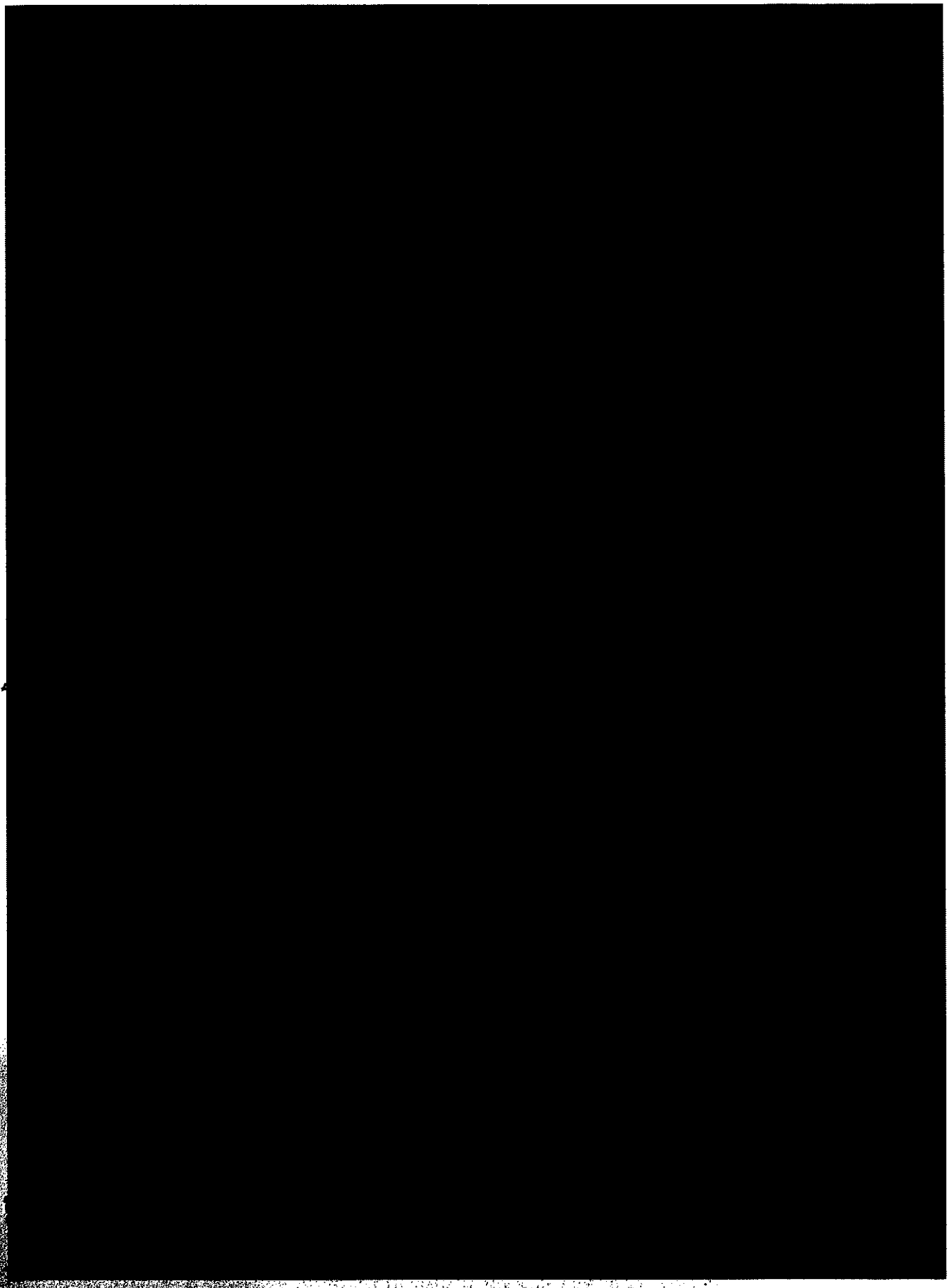








APPENDIX A



CC Exhibit D- Security and Safety Plan

Attach hereto as CC Exhibit D Applicant's Security and Safety Plan for the Compassion Center with all information in compliance with § 1.2(C)(4)(d) of the Regulations.

The security and safety plan must demonstrate Applicant's understanding of, and ability to, comply with the requirements under the Act and the Regulations and shall include without limitation a description of:

(a) Security equipment including hardware, software applications, and compliance with industry standards and specifications;

(b) Applicant's security and safety plan with regard to third-party vendors;

(c) Applicant's security and safety plan with regard to Standard Operating Procedures;

(d) Applicant's security and safety plan with regard to cash management and/or electronic payment processing, as applicable;

(e) Applicant's security and safety plan with regard to confirmation of a secured deposit banking account or proposed plan to obtain such account prior to beginning the proposed licensed activities;

(f) How Applicant would train all employees and registered Compassion center agents on security procedures;

(g) How Applicant would train all employees and registered Compassion Center agents on safety procedures, including but not limited to responding to a (1) medical emergency, (2) a fire, and (3) a chemical spill;

(h) How Applicant would train all employees and registered Compassion Center agents on safety procedures including responding to threatening events, such as an armed robbery, an invasion, a burglary, and any other criminal incident;

(i) How Applicant would secure the licensed premises and facility to prevent unauthorized entry in accordance with the Regulations;

(j) How the premises and facility will be equipped with a security alarm system that:
   1. secures and monitors the entire perimeter;
   2. is continuously monitored; and
   3. is capable of detecting power loss/interruption in accordance with the Regulations;

(k) How the premises and facility will be protected by a video surveillance recording system to ensure surveillance of the entire licensed premises and adherence to the video surveillance requirements in accordance with the Regulations;

(l) How a video surveillance system will be supported by adequate security lighting in accordance with the Regulations;

(m) How Applicant would maintain a security alarm system that covers all perimeter entry points and portals at all premises;

(n) How the security system will be:
1. Continuously monitored,
2. Capable of detecting smoke and fire, and
3. Accessible via remote feed to the Department of Business Regulation in accordance with the Regulations.

(o) How security footage and equipment will be stored and secured in accordance with the Regulations.

(p) How Applicant will maintain a video surveillance recording system at all premises that:
1. Records all activity in images of high quality and high resolution capable of clearly revealing facial detail;
2. Operates 24-hours a day, 365 days a year without interruption; and
3. Provides a date and time stamp for every recorded frame.

(q) How the surveillance camera(s) will be located and operated to capture each exit from the premises;

(r) How the surveillance camera(s) will capture activity at each entrance to an area where medical marijuana and medical marijuana products are located;

(s) How the recording of security video surveillance shall be made available to the Department of Business Regulation or law enforcement in accordance with the Regulations;

(t) How Applicant will, when visitors are admitted to a non-public area of the licensed premises:
1. Log the visitor in and out;
2. Continuously visually supervise the visitor while on the premises; and
3. Ensure that the visitor does not touch any medical marijuana or medical marijuana products.

(u) Applicant's policies and procedures for maintenance of a log of all visitors;

(v) The process Applicant will follow in reporting a theft or diversion to:
1. the Department of Business Regulation; and
2. Rhode Island State Police in accordance with the Regulations.

(w) How Applicant will ensure that it, or a registered agent thereof, will not distribute any medical marijuana or medical marijuana products to any person if the licensee or registered

agent knows, or may have reason to know, that the distribution does not comply with the Act or the Regulations;

(x) How Applicant will record and execute the transfer of medical marijuana from licensed medical marijuana cultivators in accordance with the Regulations; and

(y) How Applicant will record and execute the transfer of medical marijuana to a patient cardholder, caregiver cardholder, or authorized purchaser cardholder in accordance with the Regulations.

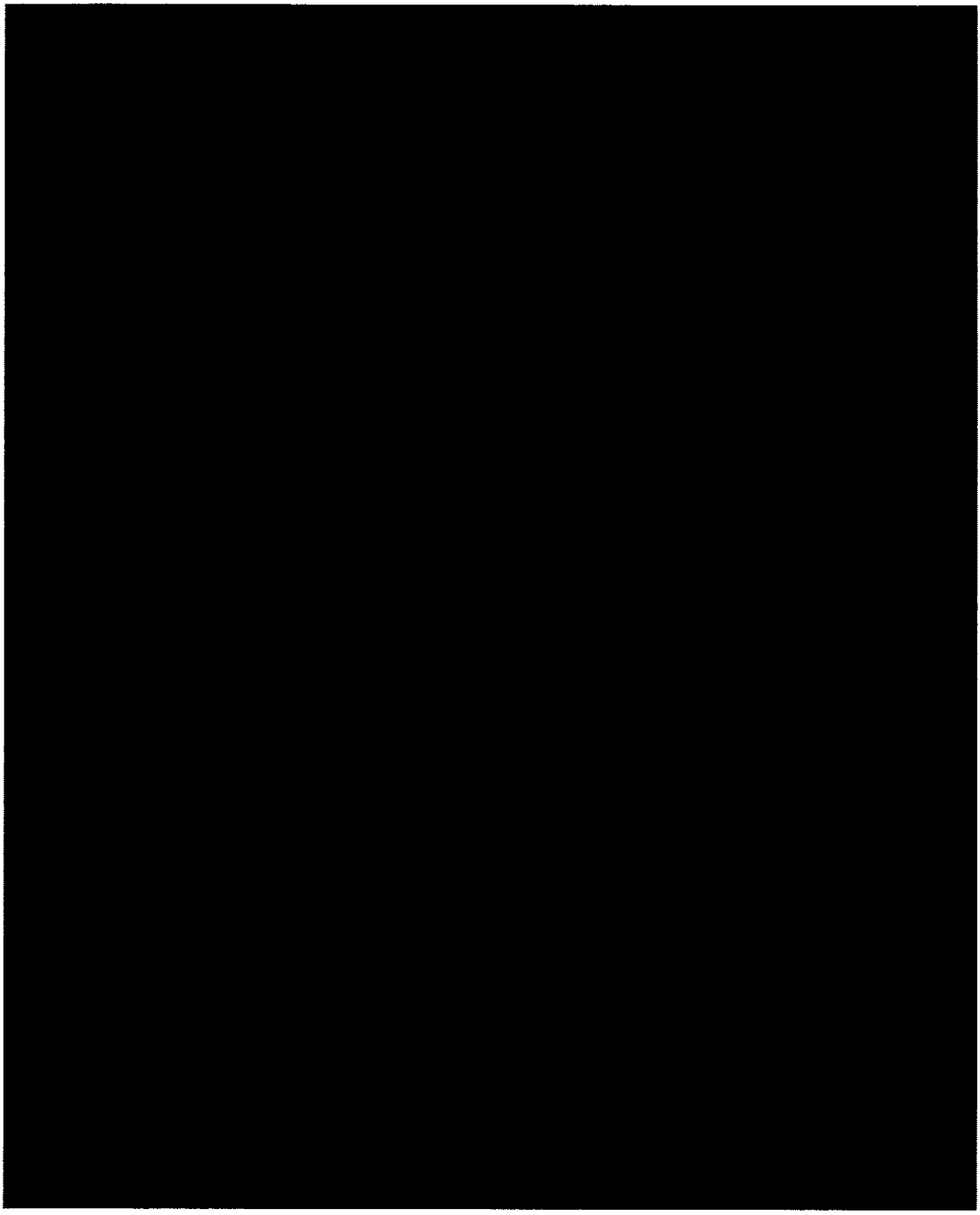
[ATTACH AND SIGN BELOW]

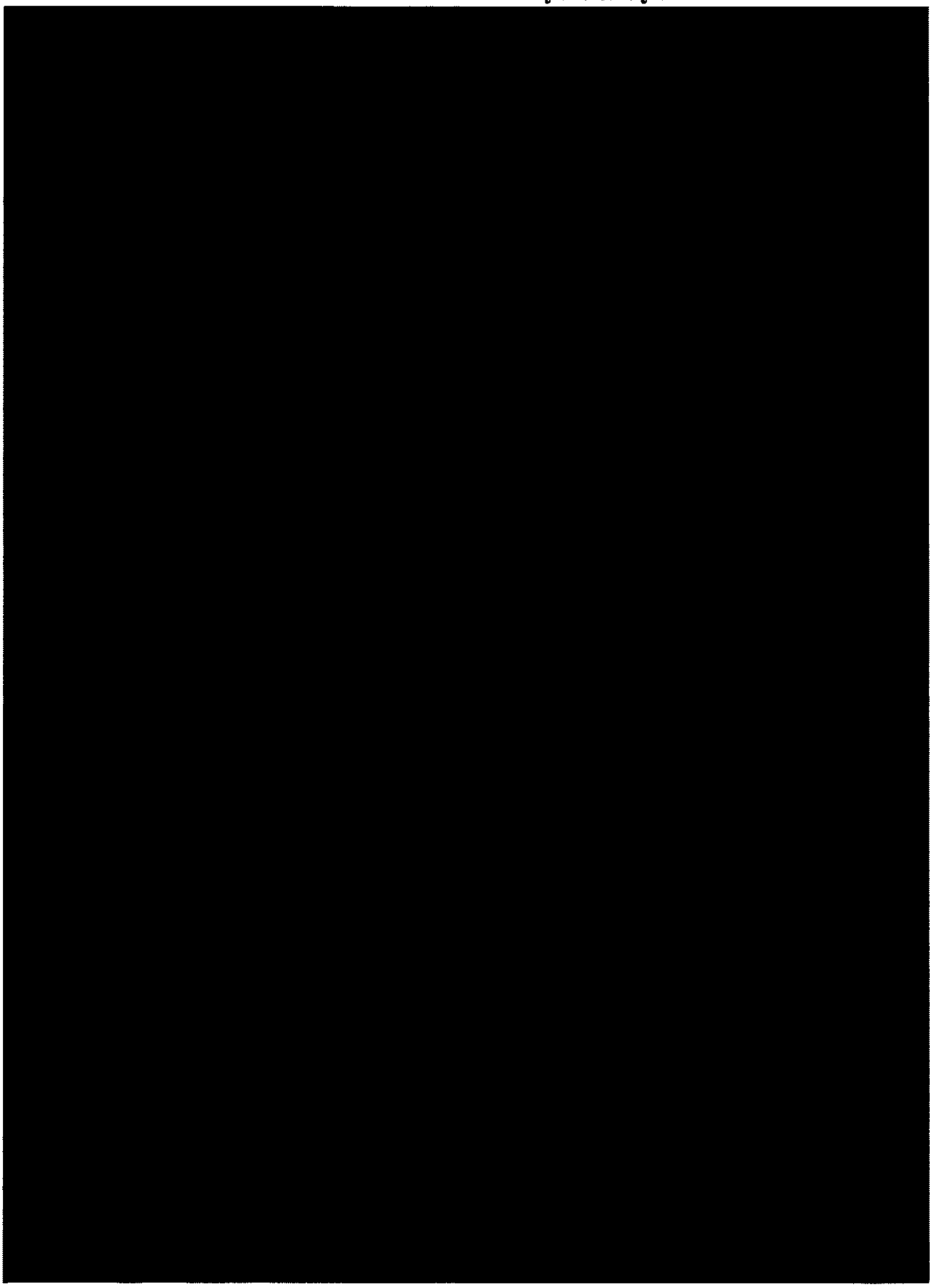
Signature of Authorized Signatory

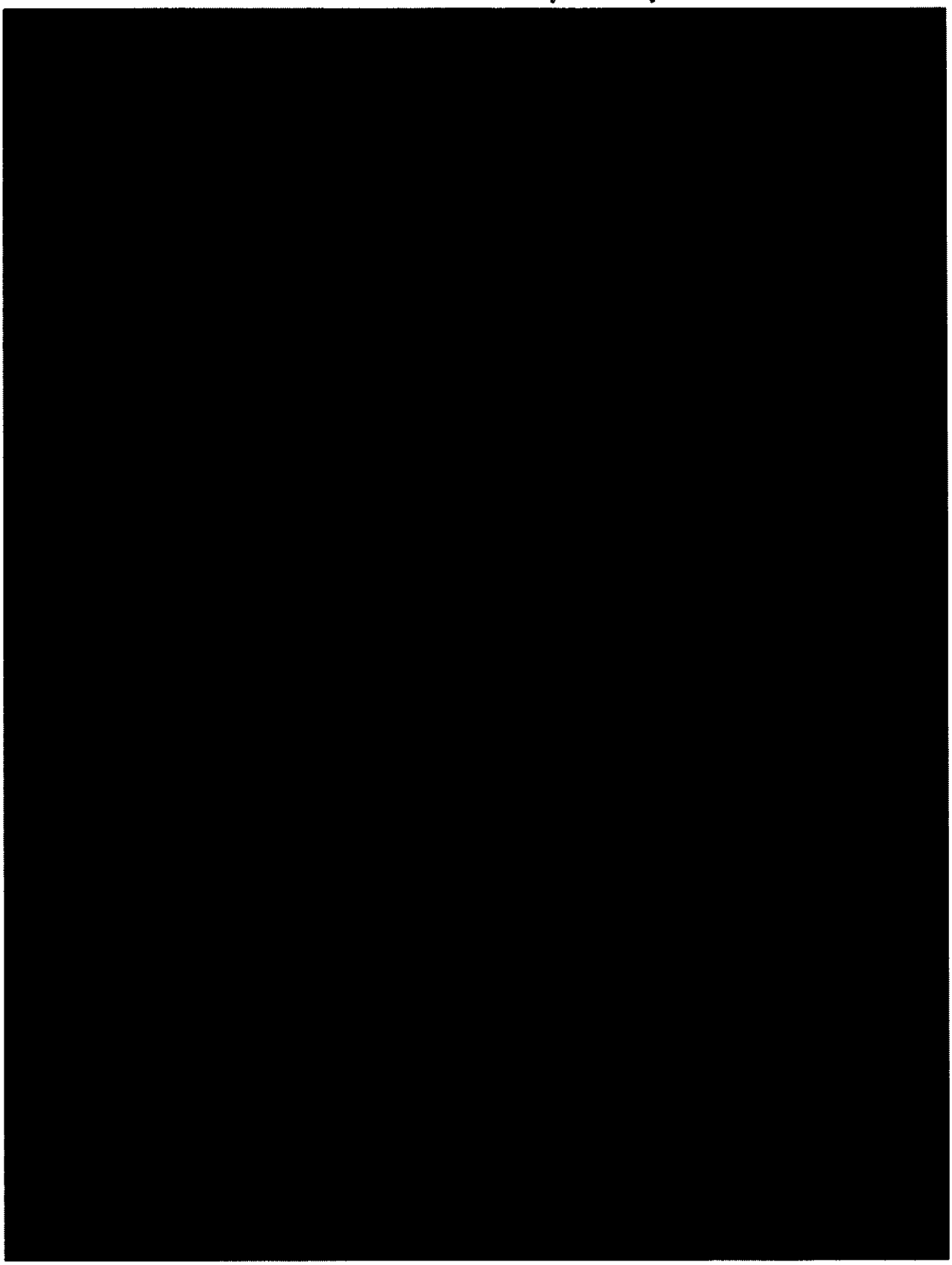
12/15/2020
Date

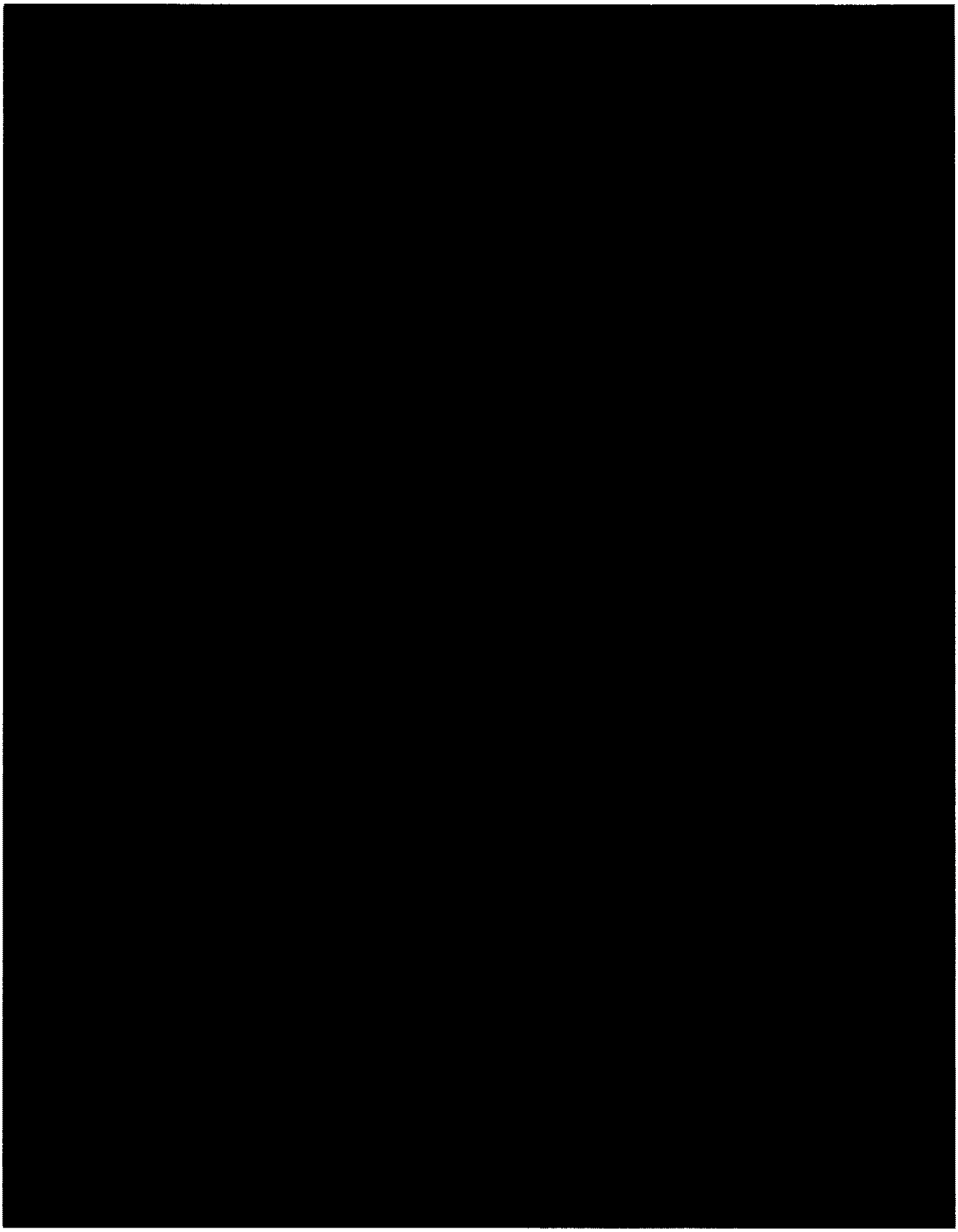
Nicholas J. Hemond, Esq.
Printed Name
Print Title: Director
Print Name of Applicant/Licensee: Solar Therapeutics Rhode Island, Inc.

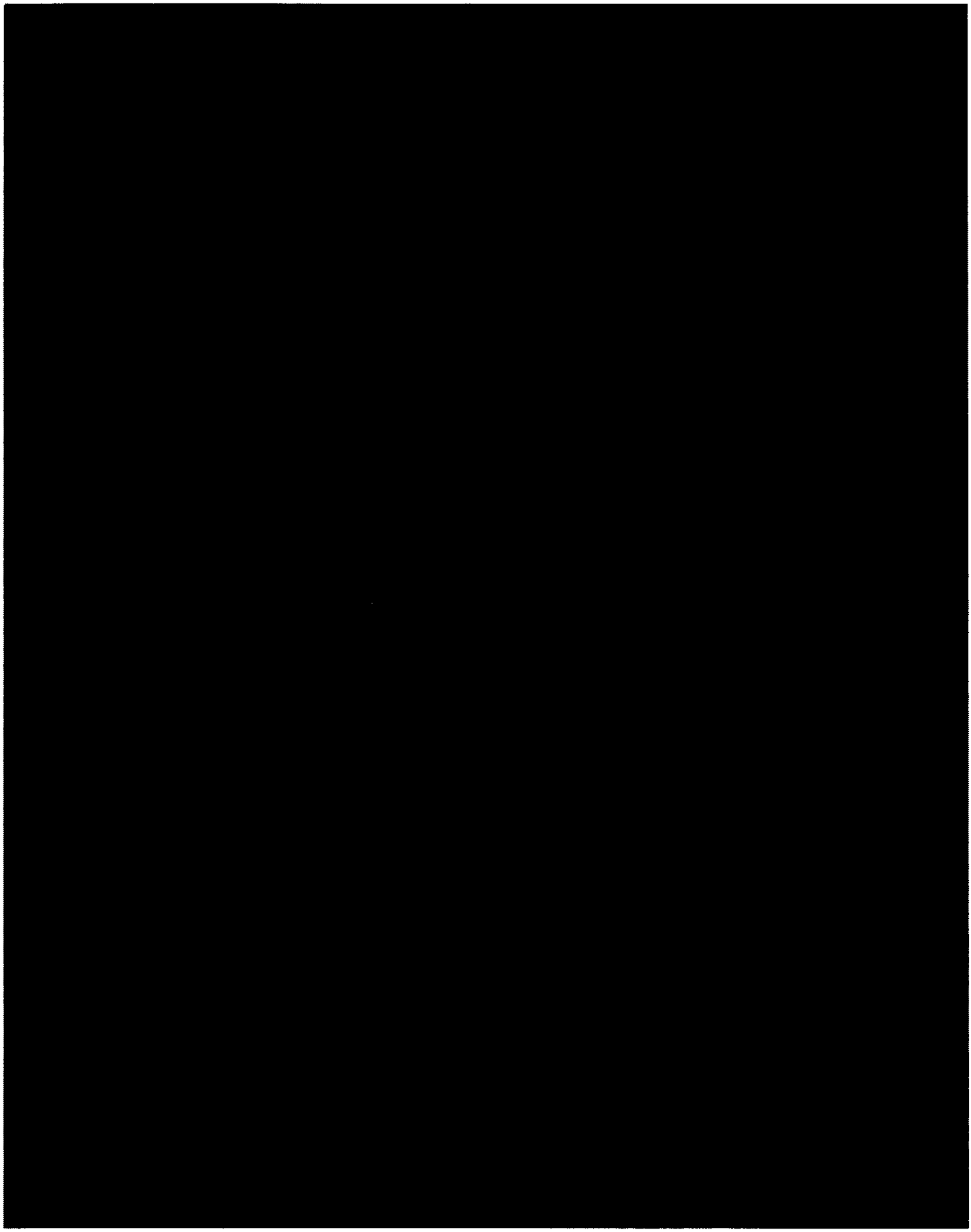
Security and Safety Plans

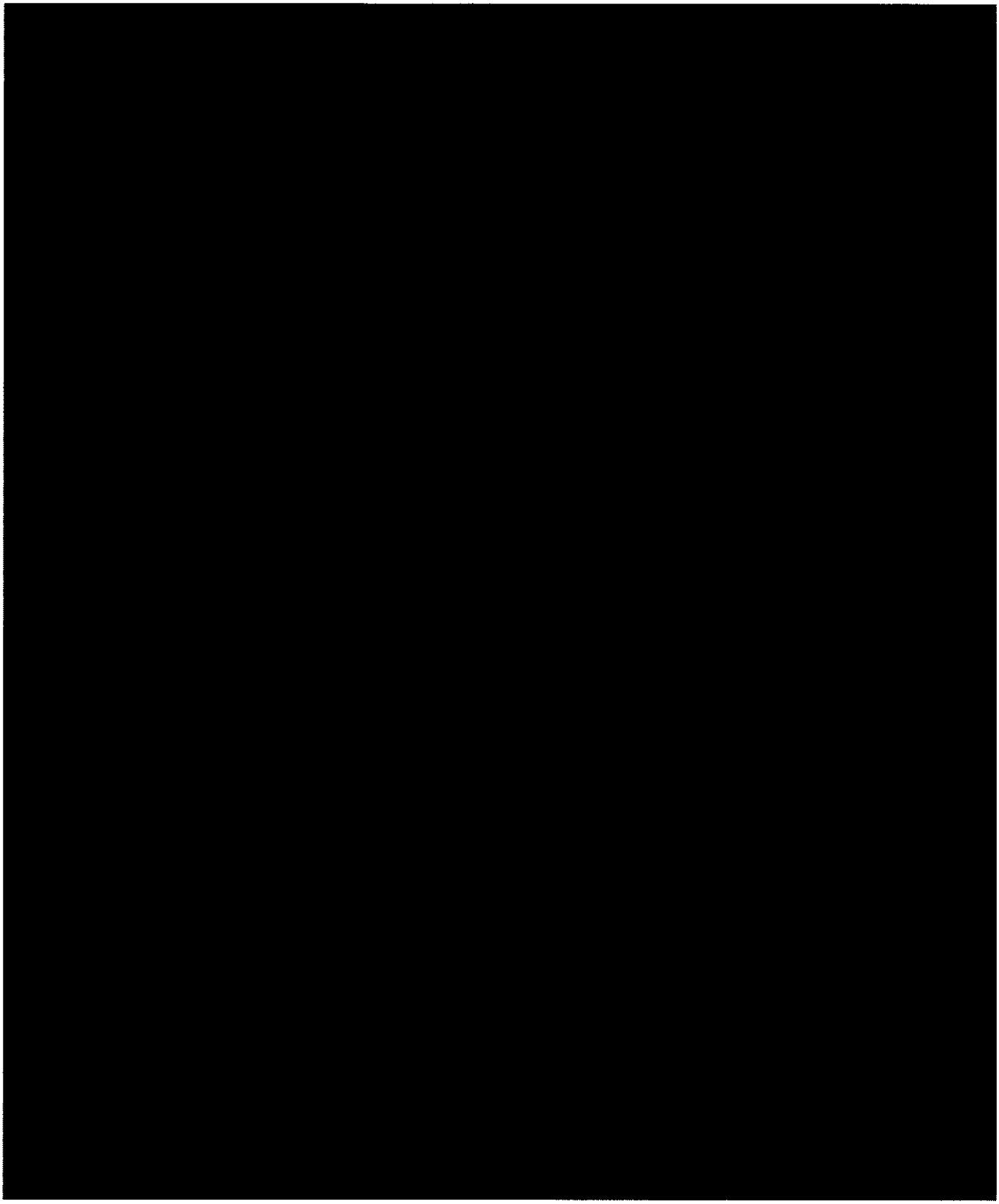


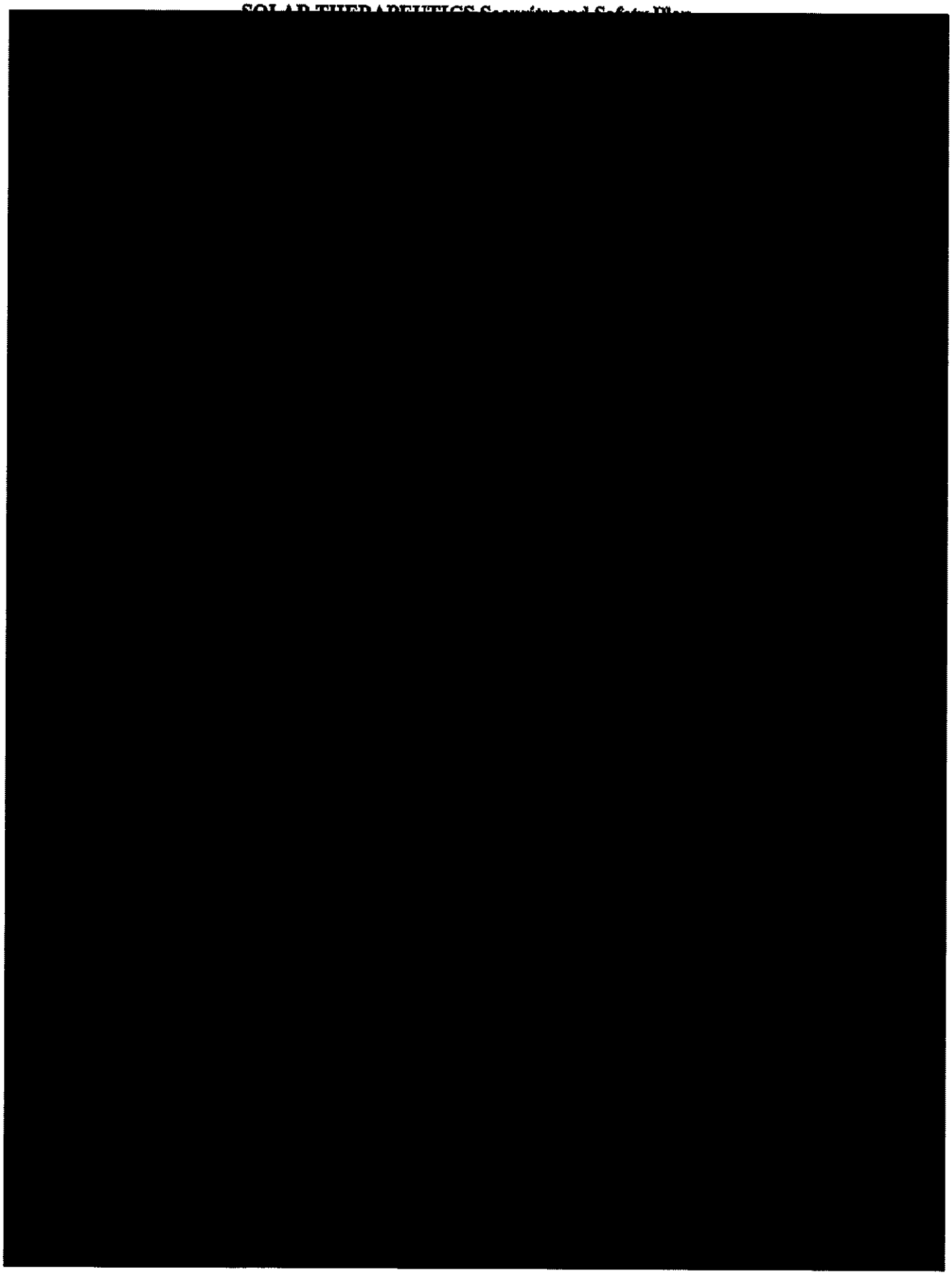


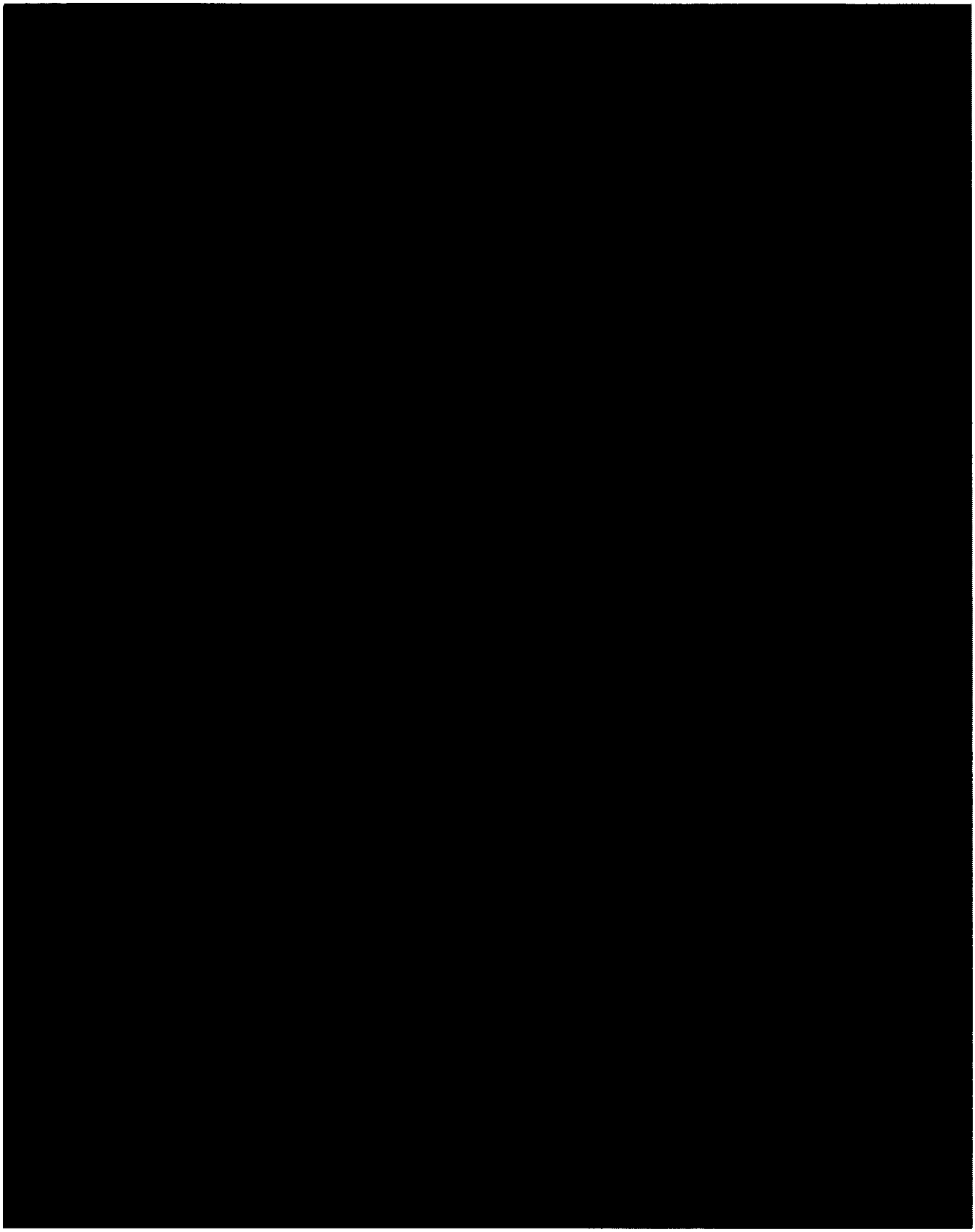


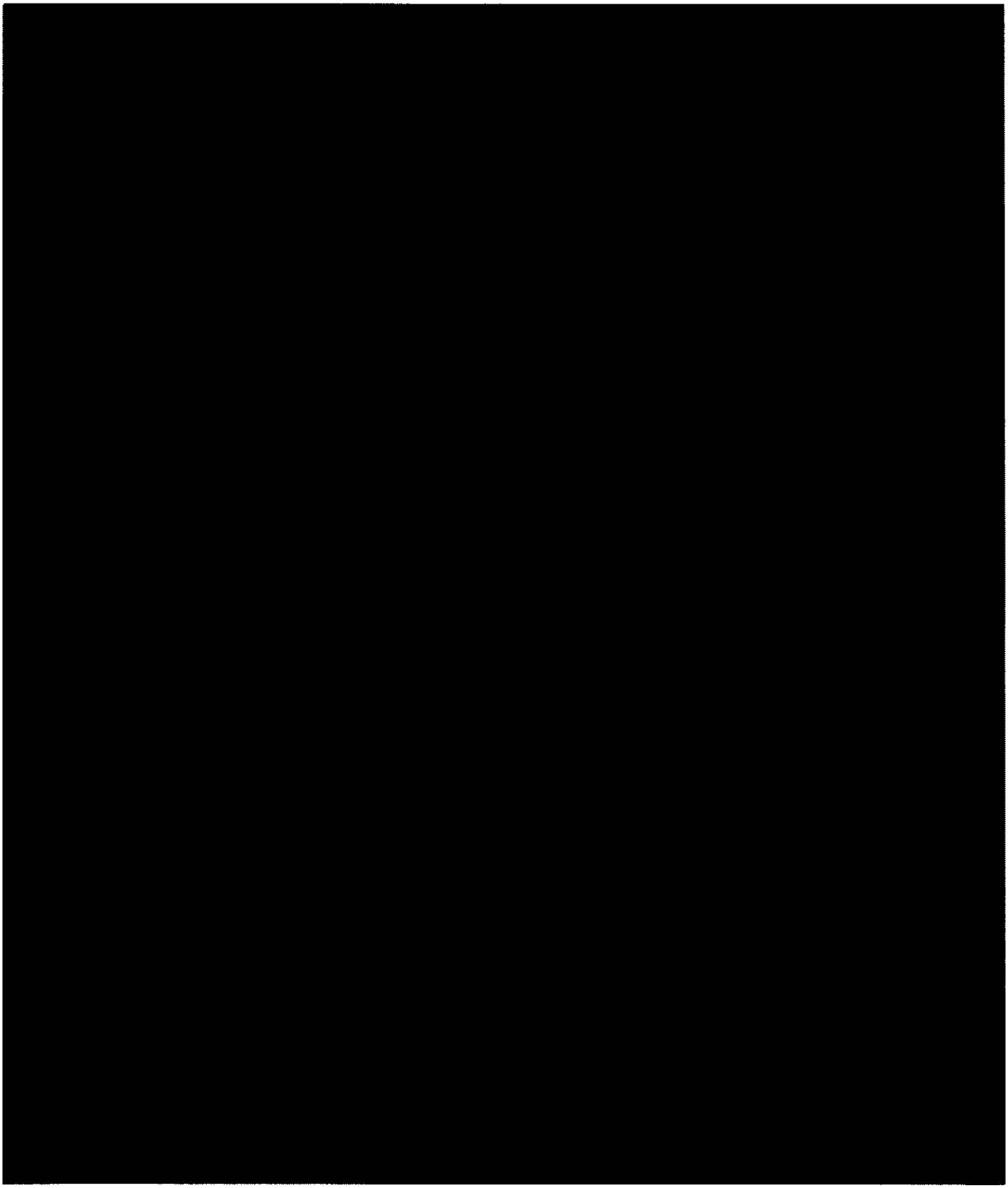


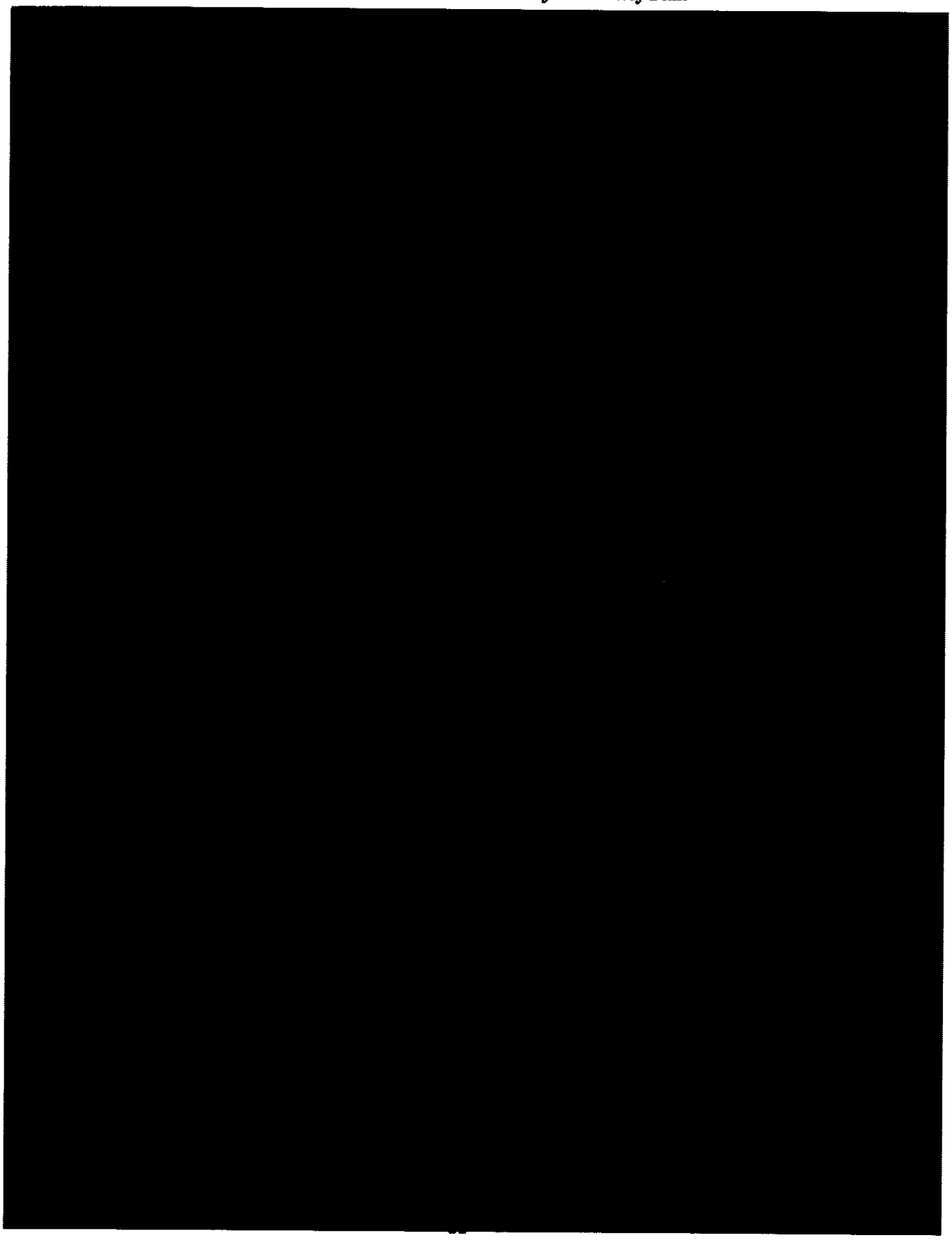


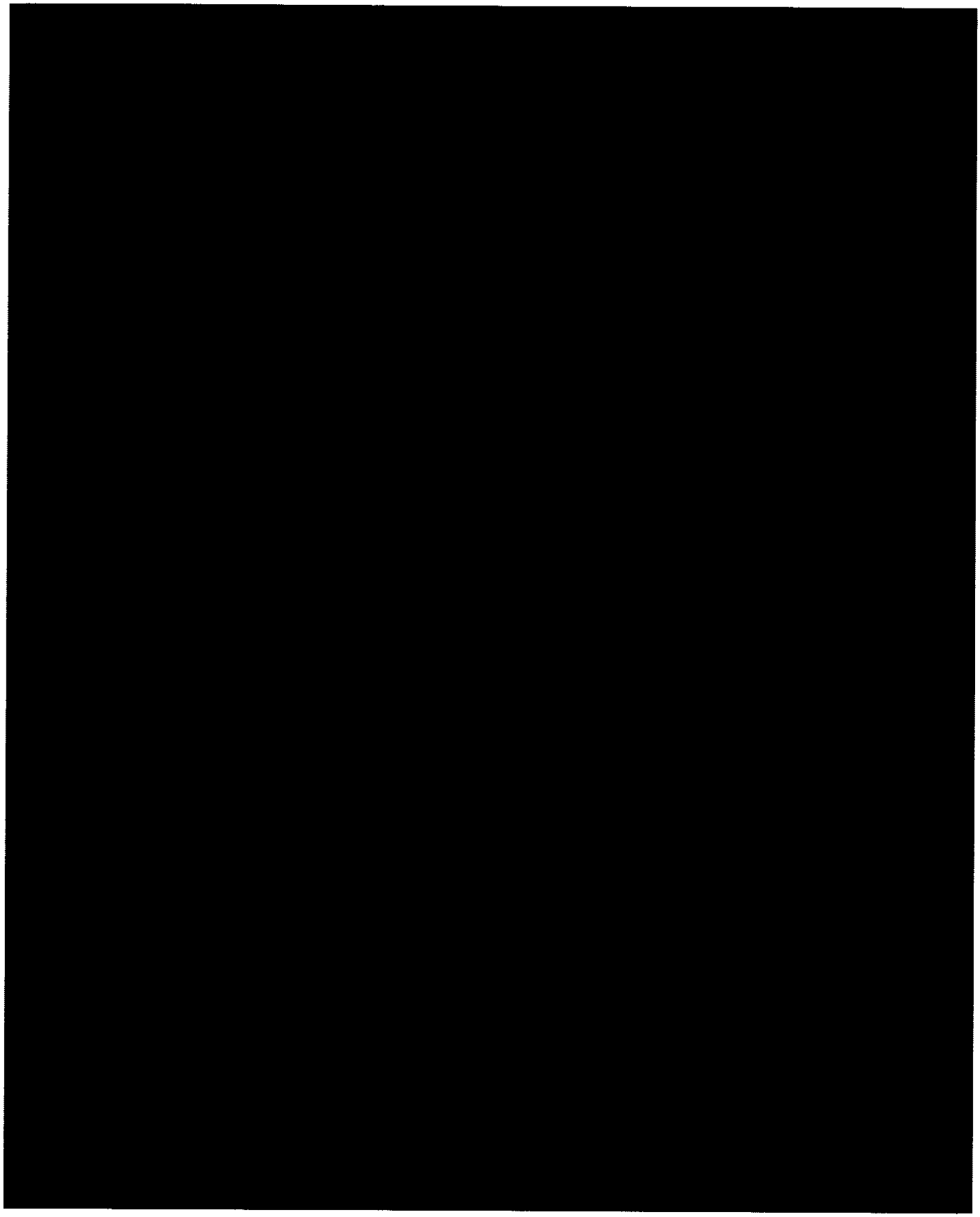


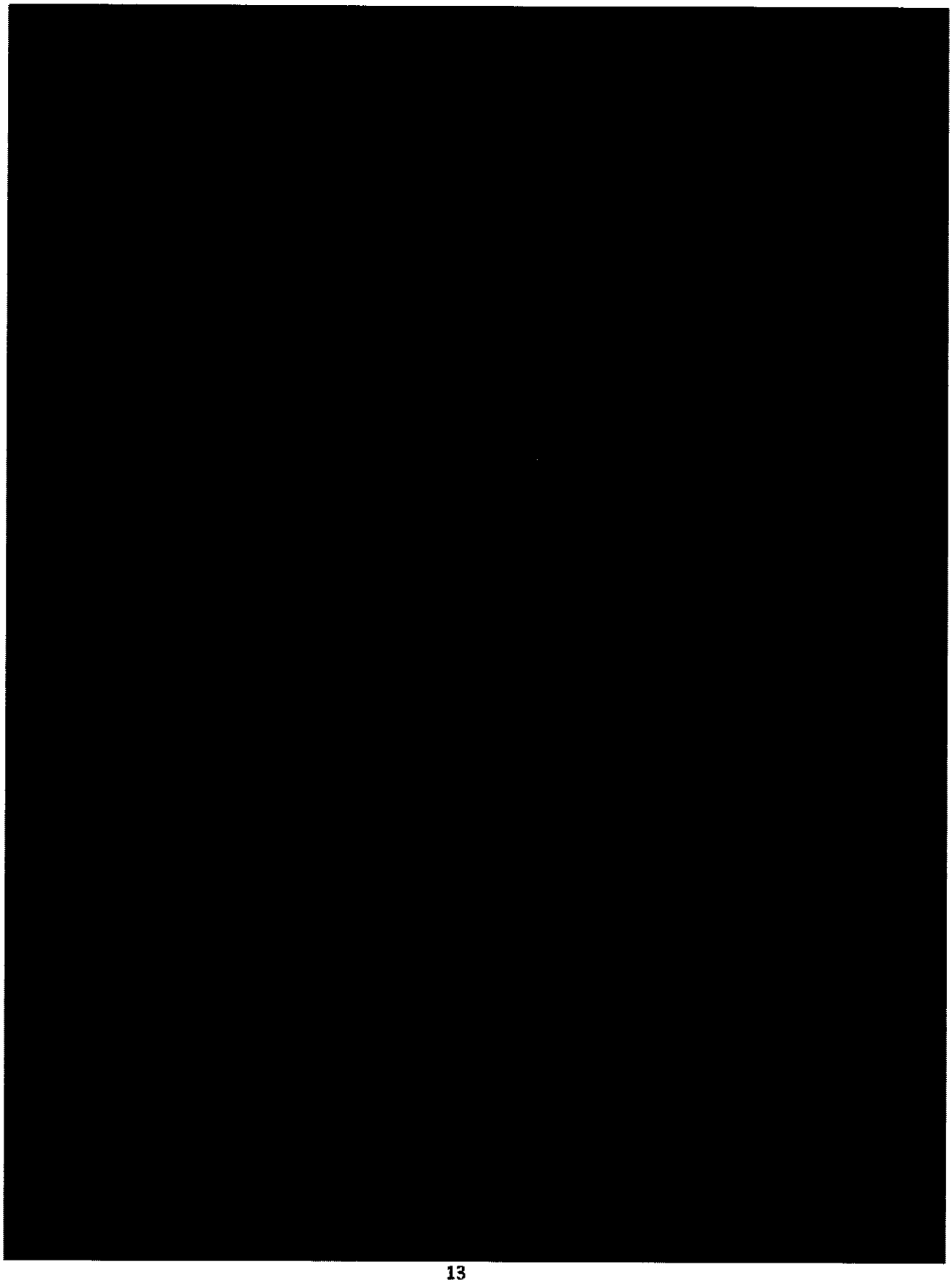


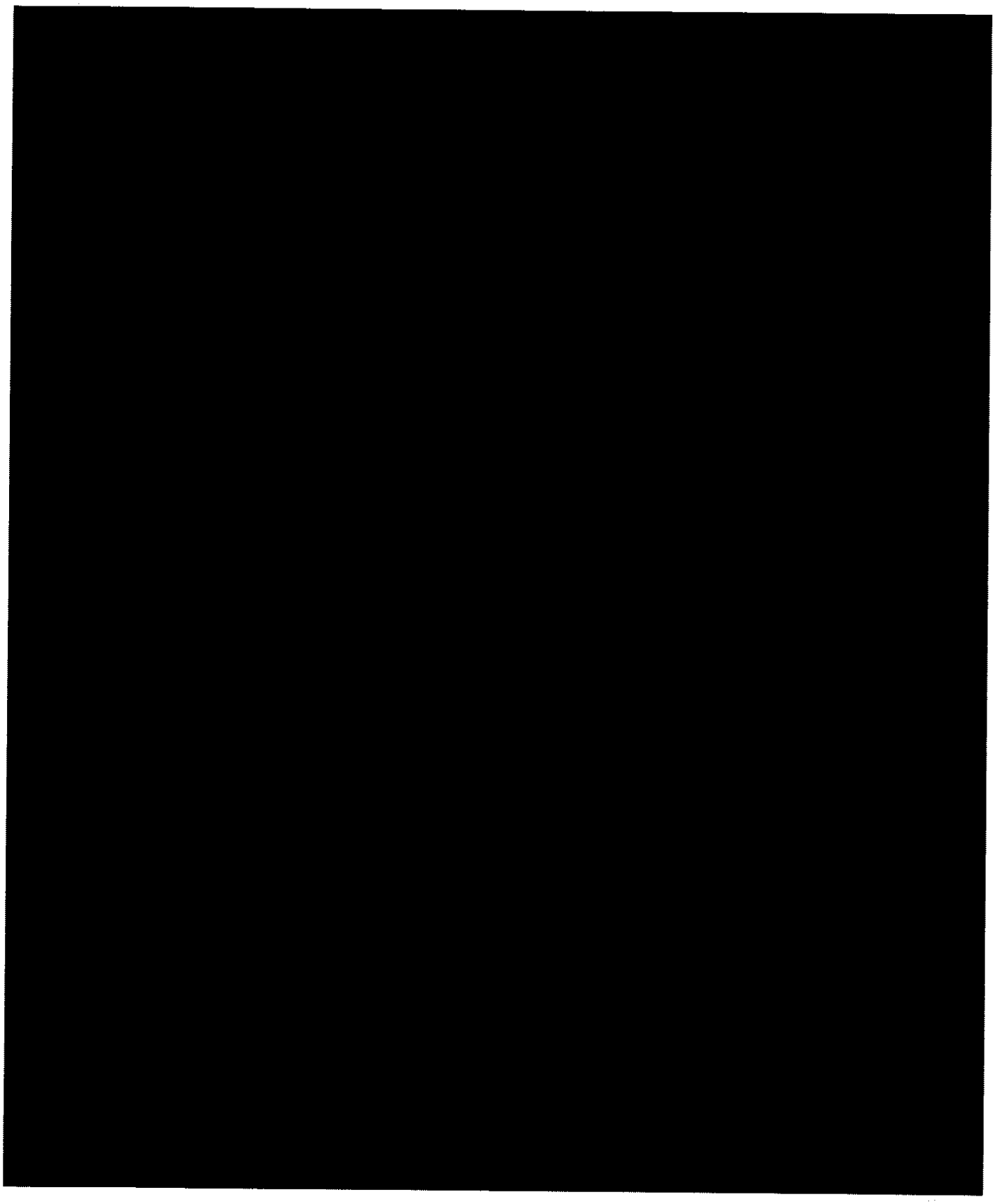


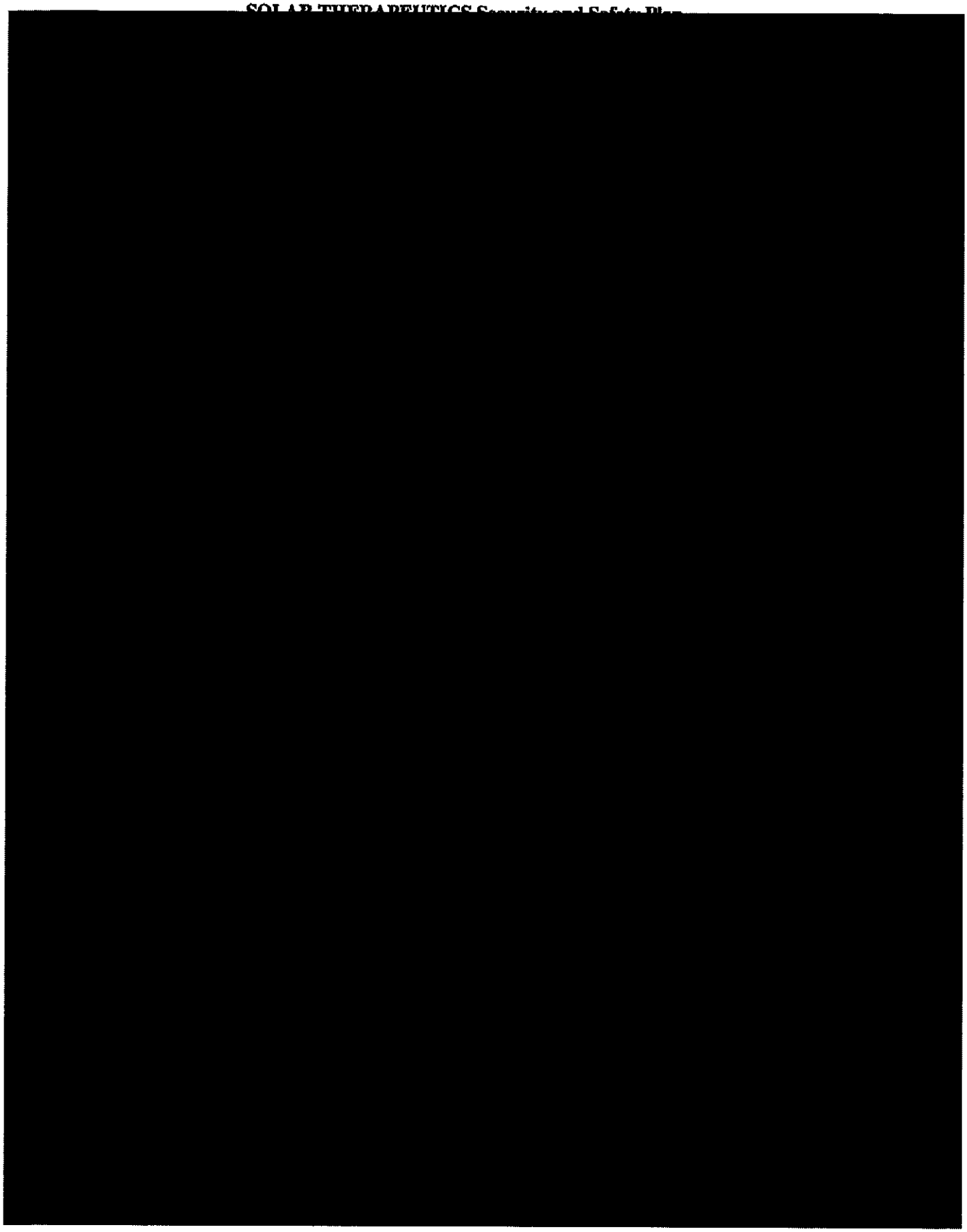


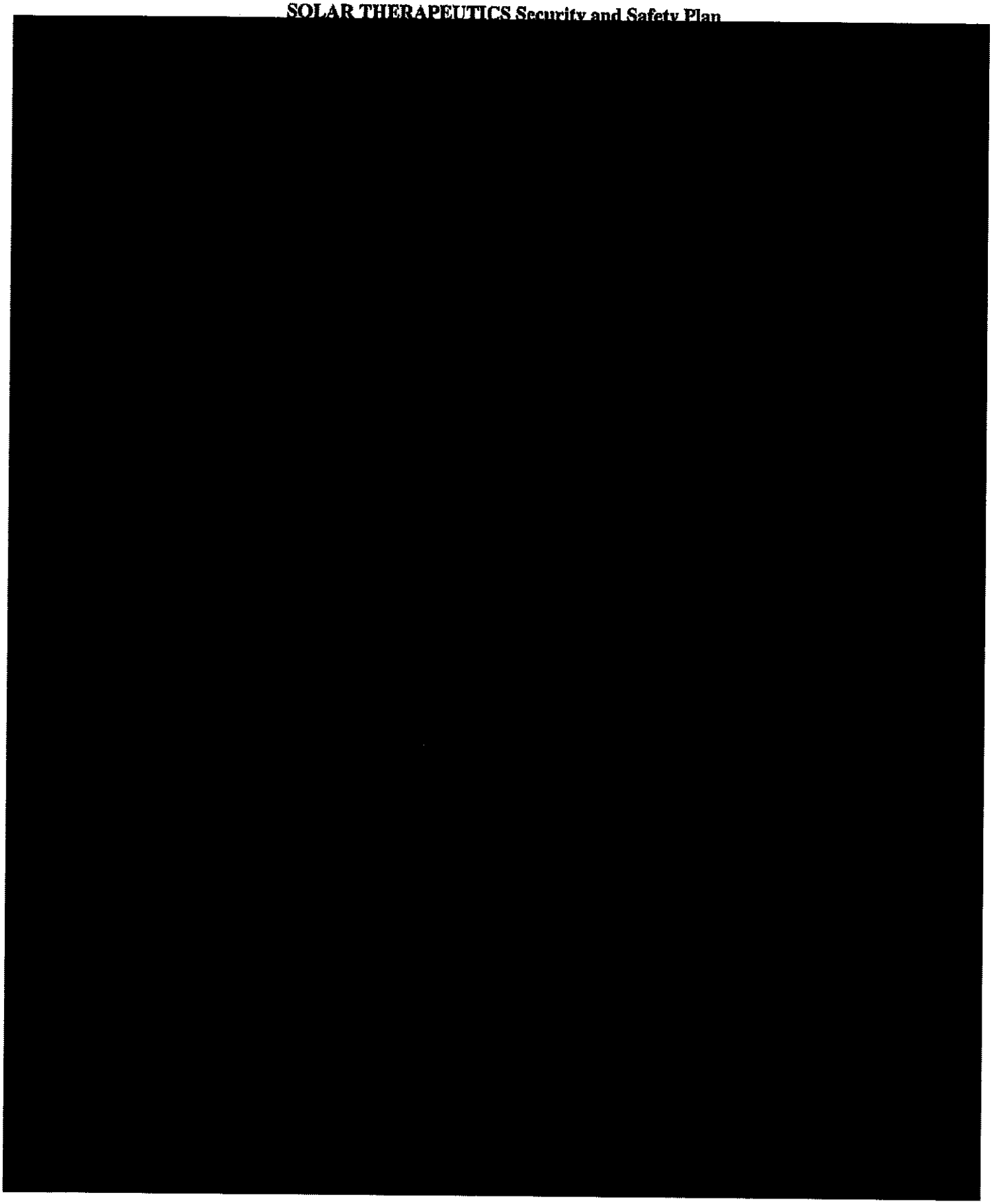


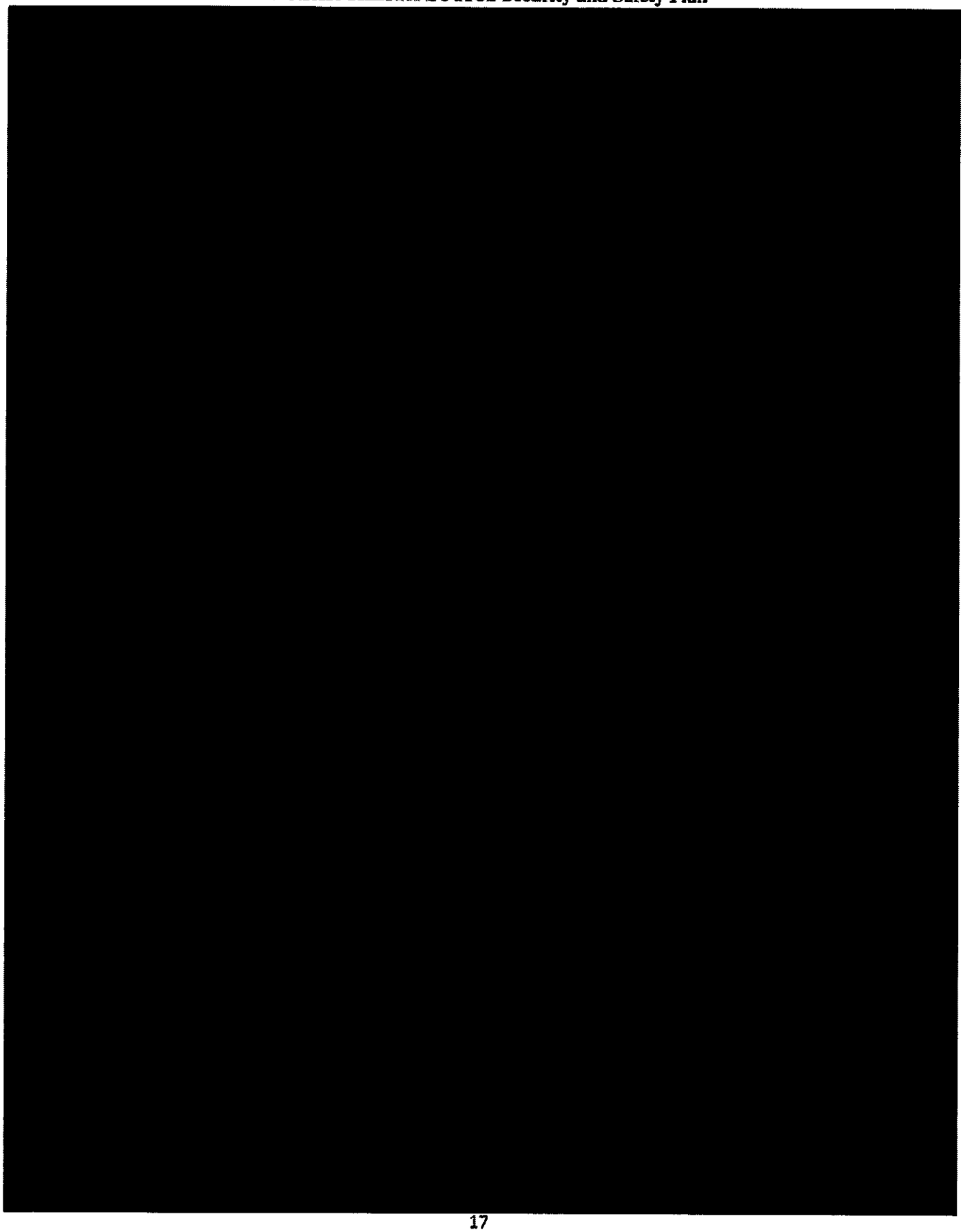


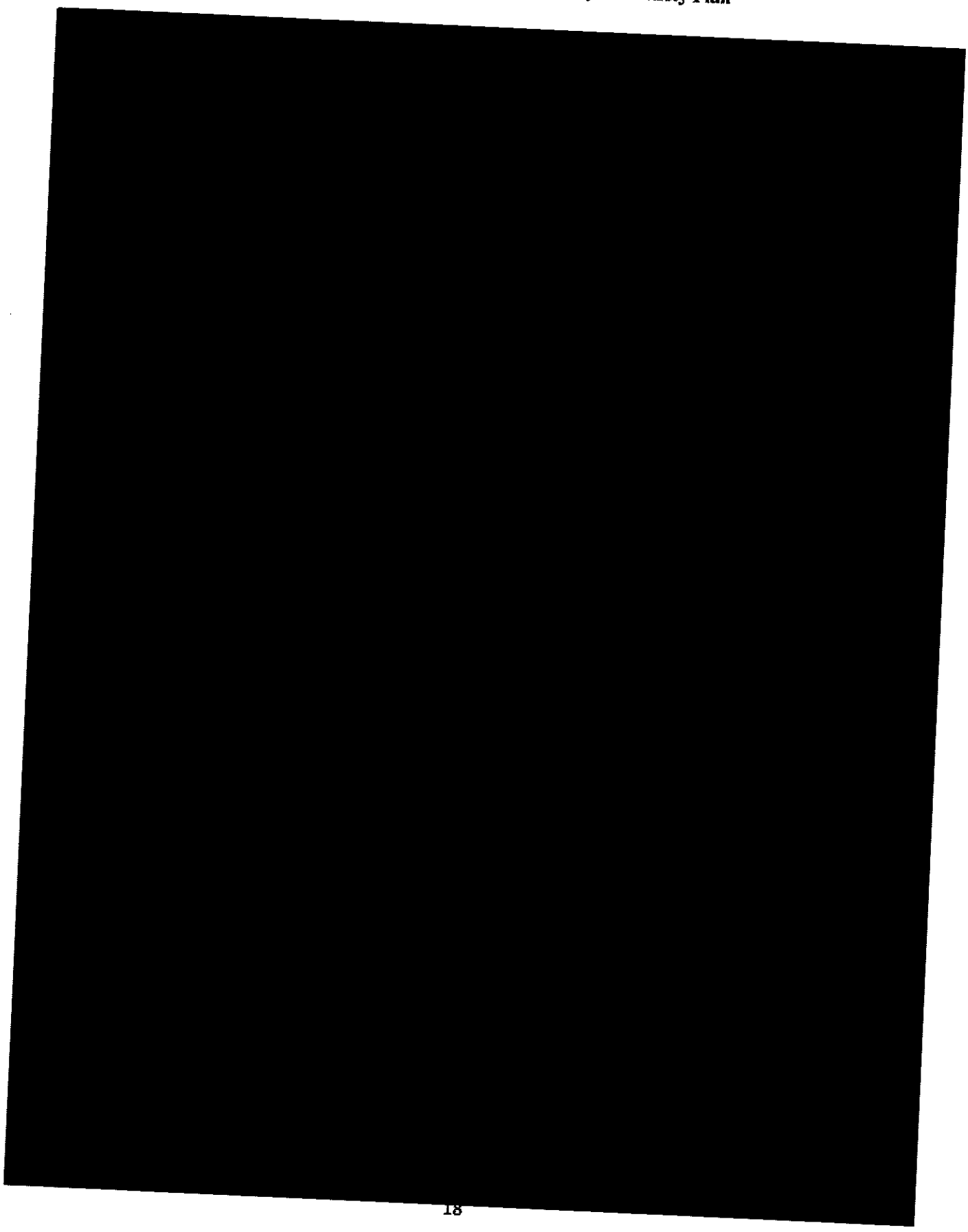


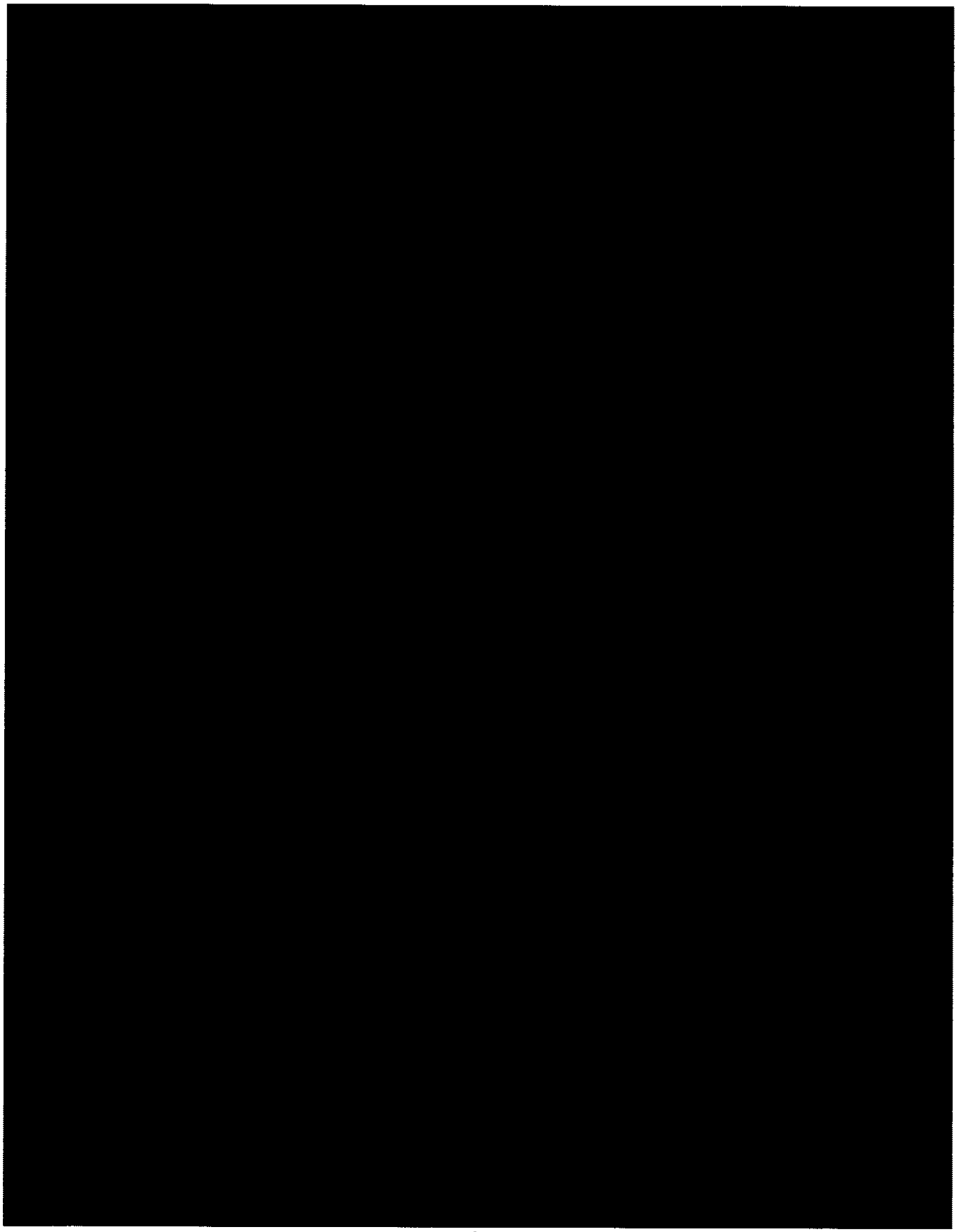


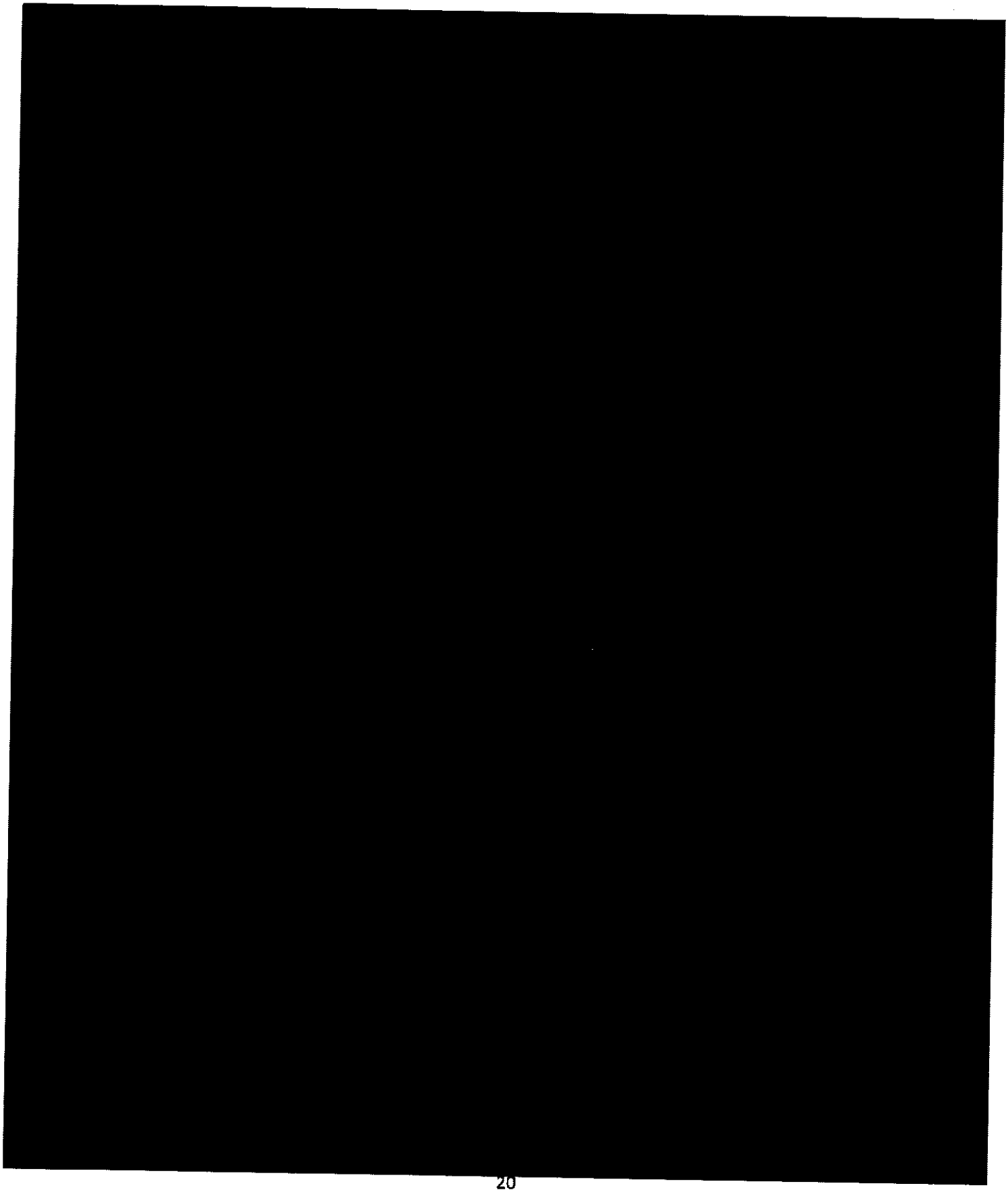












CC Exhibit E – Operations Manual Required Content

Attach hereto as CC Exhibit E Applicant's Operations Manual for the Compassion Center with all information and in compliance with § 1.2(C)(4)(e) of the Regulations.

The Operations Manual must include, without limitation, a written description of Applicant's policies, procedures and plans regarding:

- Patient intake and identification checks, patient education, patient feedback/product selection, any other proposed services to be provided at the Compassion Center:
- Point of sale tracking;
- Advertising;
- Vehicle/foot traffic impact and mitigation of community impact;
- Packaging and labelling;
- Complaints;
- Returns/refunds; and
- Product recalls.

The Operations Manual must demonstrate Applicant's understanding of and ability to comply with the requirements under the Act and the Regulations and include without limitation a description of:

(a) The Applicant's biography including experience, knowledge, and training as it relates to:
1. The marijuana industry in Rhode Island or any other state;
2. Current role or participation in the Rhode Island Medical Marijuana Program;
3. Past experience running a business or nonprofit;
4. Familiarity with medical marijuana products and patients' utilization of products to treat qualifying conditions;
5. Product testing and the use of seed to sale inventory tracking; and
6. Any other background information or documentation Applicant believes demonstrates its qualifications to hold a compassion license.

If Applicant is currently a caregiver, licensed cultivator, or part of a licensed cooperative cultivation entity in Rhode Island, Applicant must include their registration ID number and how long they have been a caregiver or operating as a licensed cultivator or cooperative cultivation.

(b) A list of proposed medical marijuana varieties and product types proposed to be offered.

(c) A pricing model for how the price of products will be determined. Applicant must do this for products that will be procured from licensed cultivators as well as for products which may be manufactured by the compassion center if approved and/or applicable. This must include price ranges by categories of products (edibles, tinctures, vape cartridges, topicals, *etc.*) and/or any price structures which are based on levels of specific cannabinoids (THC, THCa, CBD, *etc.*). Applicant must state whether the compassion center would utilize pricing tiers for flower or any other categories of products and, if so, describe the general product requirements of each product as well as the price range per tier.

(d) Any programs the compassion center would adopt to provide patients with discounted or free medicine. Applicant must include any qualifying factors it plans to use, if any, such as patient income, disability status, terminal diagnosis, or any other need-based criteria which the center may adopt.

(e) How the Applicant would train all employees and registered compassion center agents on Federal and State medical marijuana laws and regulations as well as other laws and regulations pertinent to the compassion center agents' responsibilities.

(f) How the Applicant would train all employees and licensed compassion center agents on standard operating procedures.

(g) How the Applicant would train all employees and registered compassion center agents on detection and prevention of diversion of medical marijuana and medical marijuana products.

(h) How the Applicant would establish written standard operating procedures for receipt of medical marijuana material and/or products, including how Applicant will inspect products for defects, contamination, and compliance with Regulations.

(i) How the Applicant will use a perpetual inventory control system that identifies and tracks Applicant's stock of medical marijuana products from the time the medical marijuana is obtained by, or delivered to, a registered compassion center to the time it is sold or transferred to a patient cardholder, caregiver cardholder, or authorized purchaser in accordance with the Regulations. Applicant must address the situation in which it has access to the state approved Medical Marijuana Program Tracking System and the situation in which Applicant does not have access to the System (as specified in the Regulations).

(j) How, as soon as is practical, if the Applicant does not have access to the state approved Medical Marijuana Program Tracking System, Applicant will, for each medical marijuana unit or product:

1. Create a unique identifier;
2. Enter information regarding the product/unit into an alternate inventory control system;
3. Create a label with the unique identifier and batch number; and
4. Securely attach the label to each unit/product.

(k) How the Applicant will notify the Department of Business Regulation of an inventory or supply discrepancy if Applicant discerns a discrepancy between the inventory and the medical marijuana program tracking system.

(l) How the Applicant will quarantine and not release any medical marijuana product if notified the product fails to meet all criteria for production or patient consumption in accordance with the Regulations.

(m) In the case where faulty products have been sold or transferred to customers, how the Applicant will institute a recall and notify customers about the faulty products and what they should do if they still possess them.

(n) How the Applicant will hold medical marijuana and medical marijuana products in secure and segregated storage.

(o) How the Applicant, as a licensed compassion center, would establish procedures to receive, organize, store, and respond to all oral, written, electronic, or other complaints regarding medical marijuana and adverse events.

(p) How the Applicant will ensure it does not transport medical marijuana or medical marijuana products to, or receive any medical marijuana or medical marijuana products from, any place outside of Rhode Island.

(q) How the Applicant will have a standard operating procedure to require an employee or compassion center agent to report any personal health condition that could pose a threat to customers or compromise the cleanliness or quality of the medical marijuana products the employee/agent might handle.

(r) How the Applicant will provide for disposal and segregated storage of any medical marijuana or product that is outdated, damaged, deteriorated, misbranded, or adulterated.

(s) How the packaging and labeling of medical marijuana finished products will be in compliance with all applicable Regulations.

(t) How a package of medical marijuana finished product will bear any allergen warning required by law.

(u) How the Applicant will assure that a package of medical marijuana finished product does not bear any resemblance to the trademarked, characteristic, or product-specialized packaging of any commercially available candy, snack, baked good, or beverage.

(v) How the Applicant will assure that a package of medical marijuana finished product does not bear any statement, artwork, or design that could mislead any person to believe that the package contains anything other than a medical marijuana finished product.

(w) How the Applicant will assure that a package of medical marijuana finished product does not bear any cartoon, color scheme, image, graphic, or feature that might make the package attractive to children.

(x) How the Applicant will ensure compliance with state and federal health and safety protocols, requirements and guidance with respect to the COVID-19 health pandemic.

Exhibit E Signature page

[ATTACH AND SIGN BELOW]

Signature of Authorized Signatory

12/15/2020
Date

Nicholas J. Hemond, Esq.
Printed Name
Print Title: Director
Print Name of Applicant/Licensee: Solar Therapeutics Rhode Island, Inc.

Solar Therapeutics Rhode Island, Inc.

STANDARD OPERATING PROCEDURE

Town of Exeter

December 2020

Solar Therapeutics Rhode Island, Inc.

Solar Therapeutics Rhode Island, Inc. ("Solar Thera") is a non-profit corporation, headquartered in Providence, Rhode Island. Solar Thera is committed to creating an inclusive and positive environment in the communities in which we operate and provide consistent, high quality alternative therapy and wellness products to qualified registered patients of Rhode Island's Medical Marijuana Program. Solar Thera's experienced management team, dedicated board, and passionate investors are driven by a singular mission: to provide industry-leading alternative therapies with a sustainable energy footprint.

Solar Thera's team is highly experienced in operating a medical marijuana business. Specifically, in the Commonwealth of Massachusetts Solar Thera's counterpart organization, Solar Therapeutics, Inc. ("MA Solar"), operates a state-of-the-art 70,000 square foot marijuana cultivation facility coupled with on-site and off-site dispensary storefronts that supply both medical and recreational cannabis products. MA Solar is organized as a Massachusetts domestic for-profit corporation which has a Certificate of Registration from the Massachusetts Cannabis Control Commission (CCC). In addition to being a legacy medical license holder in Massachusetts, MA Solar is a local, community focused operator with a demonstrated track record of professional adult use and medical marijuana establishment operations.

Solar Thera now seeks the opportunity to establish a medical marijuana compassion center in the State of Rhode Island, which will positively impact the local community by providing high quality alternative therapy and wellness products, patient education, and a sustainable and environmentally friendly business model.

1.01 Receiving Cannabis

1.02 Quality Control and Testing

1.03 Storage of Cannabis

1.04 Seed to Sale Tracking

1.05 Steady Supply of Cannabis

1.06 Quarantine

1.07 Process Validation

1.08 Packaging of Medical Marijuana

1.09 Labeling of Medical Marijuana

1.10 Products and Pricing

1.11 Discount Programs

1.12 Complaints, Adverse Events, Recalls & Emergencies

1.13 Patient Confidentiality, Education, Counseling & Outreach

1.14 Safe Disposal of Medical Marijuana Waste and Safe Destruction of Usable Medical Marijuana

1.15 Mitigating Community Impact

1.16 Marketing and Advertising

2.01 Education and Training of Employees and Volunteers

2.02 Alcohol, Smoke and Drug-Free Policy

2.03 Minimum Sanitation and Workplace Safety Conditions

2.04 Integrated Pest Management

2.05 Record Keeping Procedures

2.06 Job Descriptions

2.07 Staffing Plan

2.08 COVID-19 Compliance Plan

1. Purpose

Solar Therapeutics is committed to establishing policies and procedures to ensure the compliance of the Office of Cannabis Regulation within the Rhode Island Department of Business Regulation. Solar Therapeutics receiving shipments shall ensure the integrity of the shipment, integrity of the electronic manifest, inventory control system, and the quality of the shipment

2. Definitions

"Act": means R.I. Gen. Laws Chapter 21-28.6 entitled, "The Edward O. Hawkins and Thomas C. Slater Medical Marijuana Act," as amended.

Agent – means an agent of a marijuana establishment licensee including but not limited to "testing agents."

Compassion Center: means a not-for-profit corporation, subject to the provisions of R.I. Gen. Laws Chapter 7-6, and is licensed under R.I. Gen. Laws § 21-28.6-12, that acquires, possesses, cultivates, manufactures, delivers, transfers, transports, supplies, or dispenses medical marijuana, and or related supplies and education materials, to patient cardholders and/or their registered caregiver, cardholder or authorized purchaser.

"DBR", "Department" or "Office": shall refer to the Office of Cannabis Regulation within the Rhode Island Department of Business Regulation or its successor agency.

Marijuana: means all parts of the plant cannabis sativa L., whether growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin, but shall not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of mature stalks, (except the resin extracted from it), fiber, oil or cake, or the sterilized seed from the plant which is incapable of germination. Marijuana shall not include hemp as defined in R.I. Gen. Laws § 2-26-3.

Marijuana infused products: means product infused with medical marijuana or an extract of medical marijuana that is intended for use or consumption other than by smoking or vaping, including but not limited to ingestible and edible products.

1. "Medical edibles" or "Edible" means any product consumed orally that is not otherwise considered an ingestible and is approved for sale by DBR.
2. "Medical ingestible" or "Ingestible" means any topical, transdermal patch, tincture, capsule or other non-edible product approved for sale by DBR.

Medical Marijuana: means marijuana and marijuana products which satisfy the requirements of R.I. Gen. Laws Chapter 21-28.6 and have been given the designation of "medical marijuana" by DBR due to dose, potency, form or other characteristics. Medical marijuana products are only available for use by patient cardholders and may only be sold to or possessed by patient cardholders, or their registered caregiver, or authorized purchaser in accordance with the Act. Medical marijuana may not

be sold to, possessed by, manufactured by, or used except as permitted under R.I. Gen. Laws Chapter 21-28.6 and any regulations promulgated thereunder.

"Medical marijuana program tracking system": means any system(s) designated by DBR and/or DOH designed and used to record and track all "seed to sale" activities and transactions which may include the use of unique identifiers. The Medical Marijuana Program Tracking System may also be used for registration, licensing, and tagging applications, renewals, change of information, and communications, as well as to record and/or report any other additional information directed by DBR and/or DOH.

3. Responsibilities

This SOP applies to all individuals who are Agents or affiliated with Solar Therapeutics. Solar Therapeutics management will update SOP's as needed per regulation or other mandates. This SOP will be followed in conjunction with SOP Quality Control and Testing. This SOP will be reviewed at a minimum annually.

4. Procedures

4.1. From an inventory control perspective.

1. Solar Therapeutics uses the Medical Marijuana Program Tracking System designated by DBR designed and used to record and track all "seed to sale" activities and transaction why may include the use of unique identifiers.
2. Real-time inventory levels will be reported through the point-of-sale system. Each product will have a unique transaction record that shows the details of the sale or acquisition, the addition or removal of the product from inventory, the date/time of the transaction, and the marijuana establishment agent who performed the transaction. All sales transactions will be tied to the individual customer's record.

4.2. Before receiving cannabis.

1. Solar Therapeutics marijuana establishment licensee shall not acquire cannabis from a non-state approved licensed cultivator.
2. Solar Therapeutics shall not acquire cannabis outside the state of Rhode Island.
3. Pursuant to the Act, Solar Therapeutics shall only purchase or otherwise receive marijuana from a Rhode Island licensed cultivator with which it has a "formal agreement."
4. The "formal agreement" is a written executed contract or purchase order which is required for all sales or services from a licensed cultivator to a compassion center and must contain the following minimum terms:
   a. Date of execution/placement of the contract/purchase order;
   b. Description and amount of product to be sold and/or services to provided;
   c. The total price and per unit price of the product to be sold and/or services to be provided;

d. The specific date or date range not spanning more than thirty (30) calendar days for fulfillment of the order, performance of the services, and delivery or pickup;

e. The payment due date, as specifically agreed between the parties, but if not date is specifically agreed to, payment shall be made within thirty (30) calendar days of delivery or pickup; and

f. Contracts/purchase orders may not be modified but may be cancelled or voided by the creation of a new replacement contract/purchase order.

5. A manifest shall be filled out in triplicate, with the original manifest remaining with the originating cultivator, a second copy provided to Solar Therapeutics on arrival, and a copy to be kept with the licensed cultivator's agent during transportation and returned to the cultivator on completion of the transportation.

6. Prior to transport, the manifest shall be securely transmitted to Solar Therapeutics by facsimile or email notifying of a scheduled delivery time, date, the cultivator, and description of the product.

7. On the day of delivery, the cultivator will be instructed to go to the delivery entrance at Solar Therapeutics and give the name of the Agent who will be receiving the shipment.

8. Upon arriving, the transportation agent will exit and secure the vehicle. Then proceed to the designated delivery door and press intercom to notify the marijuana establishment of their arrival.

4.3. Delivery Arrival at Solar Therapeutics.

1. The Agent shall verify the transportation agent by asking for name, registry identification card number, and company.

2. Instruct the transportation agent to hold their registry identification card number in view of the camera.

3. Match against information provided.

4. If information credentials CANNOT BE VERIFIED – DO NOT AUTHORIZE entry.

   a. Notify management immediately.

   b. Instruct the transportation agent that we are unable to take delivery.

   c. The Agent will notify the delivery licensee that the credentials of the Transportation Agent could not be confirmed with the information they provided.

5. If the credentials are verified, the Solar Therapeutics Agent will instruct the assigned Transportation Agent to the receiving door for receipt of delivery.

4.4. Receiving cannabis deliveries.

1. Have the transportation agent sign-in on the Solar Therapeutics Vendor/Visitor Log that is kept in the receiving area.
2. Compare the manifest produced by the Transporting Agent who transported the marijuana products to the copy transmitted by facsimile or email.
3. This manifest must, at a minimum, include:
   a. Departure date and approximate time of departure;
   b. Names, location addresses, and registration/license numbers of the originating and receiving marijuana establishment facilities;
   c. Unique identifier generated by the Medical Marijuana Program Tracking System;
   d. Product names or descriptions;
   e. Quantities (by weight or unit) of each product to be delivered;
   f. Product name or descriptions and quantities (by weight or unit) of each product which was received by the marijuana establishment licensee;
   g. Arrival date and approximate time of arrival;
   h. Delivery vehicle make, model and license plate number; and
   i. Names, registry identification card numbers, and signatures of the authorized transport cardholders;
4. The manifest shall be maintained within the vehicle during the entire transportation process until the delivery is completed.
5. Solar Therapeutics shall retain all transportation manifests for no less than one year and make them available upon request.

4.5. Take custody of the cannabis shipment.

1. The Transportation Agent will sign out of the log upon leaving Solar Therapeutics. If the Transportation agent forgets to sign out, the receiving Agent will note on the log what time the transportation agent left.
2. Escort the Transportation Agent until all cannabis is in the processing area to ensure the chain of custody at all times of the shipment.
3. Log into the Medical Marijuana Program Tracking System platform and go to the electronic manifest.
4. Ensure shipment is secure, undamaged, properly labeled with all appropriate required information.
5. Ensure each shipment/package is labeled as described in the electronic manifest, see SOP Labeling and Packaging of Marijuana and Marijuana Products.

6. Ensure shelf life and the expiration date matches buyer requirements.
7. Quality inspection.
   a. Verify the integrity, description, weight, and quality of the cannabis product.
   b. The assigned Solar Therapeutics Agent will inspect each item to ensure undamaged, accurate, and complete.
   c. See SOP Quality Control and Testing.
8. File all appropriate receipt paperwork.

4.6. Electronic Manifest System.

1. Solar Therapeutics shall have the capabilities through the Medical Marijuana Program Tracking System to create and receive electronic transfer manifest to record and maintain a chain of custody.
2. The electronic manifest shall include the following:
   a. The name and address of the shipping licensee;
   b. The shipping licensee registry identification card number;
   c. Description including:
      i. Weight;
      ii. The total number of individual packages;
      iii. The name of the licensed cultivator, processor, Agent who prepared the shipment;
      iv. Solar Therapeutics name and address; and
      v. Any handling, storage, and/or special instructions.

4.7. Shipment Discrepancy.

1. If a discrepancy is found with the shipment and or if there is evidence of theft or diversion, the Agent shall notify management immediately and initiate an Information Report.
2. The Manager shall make notifications to the DBR and law enforcement authorities not more than (24) hours of the discovery of such a discrepancy.
3. Within ten (10) days of discovering the discrepancy, Solar Therapeutics shall:
   a. Complete an investigation answering who, what, when, where, and how using the Information Report form.
   b. Retrieve all video history of the incident if appropriate.
   c. Notify the licensee shipper;
   d. Take any corrective action;

e. Amend standard operating procedure if necessary;

f. Re-train all appropriate staff; and

g. Send complete report to DBR.

5. Related Documents

SOP Labeling and Packaging of Marijuana and Marijuana Products

SOP Quality Control and Testing

SOP Seed to Sale

6. References

230-RICR-80-05-1.6.1 Medical Marijuana Program Tracking System

230-RICR-80-05-1.6.4 Inventory Limit, Sources and Control

230-RICR-80-05-1.6.8 Transportation of Medical Marijuana Products

1. Purpose

Solar Therapeutics is committed to establishing policies and procedures for quality control and testing of the product for potential contaminants. Solar Therapeutics is committed to ensuring the cannabis is of high quality and free of pesticides and other hazardous items, which are sometimes used in growing operations.

2. Definition

Act: means R.I. Gen. Laws Chapter 21-28.6 entitled, "The Edward O. Hawkins and Thomas C. Slater Medical Marijuana Act," as amended.

Analytical laboratory: means a facility for the biological, microbiological, chemical, and physical examination of medical marijuana and other matrices containing medical marijuana for medicinal purposes.

Cannabinoid: means any of several compounds produced by cannabis plants including marijuana that have medical and/or psychotropic effects.

Cannabinoid profile: means the percentages of Δ9-tetrahydrocannabinol (Δ9-THC), cannabidiol (CBD), tetrahydrocannabinolic acid (THCa) and cannabidiolic acid (CBDa) in the total amount of medical marijuana product as sold. Percentage of other cannabinoids may be reported, but are not required.

Cannabis concentrate: means a marijuana product derived by using solvents or other means to extract and concentrate cannabinoid compounds. Concentrates are typically in the form of oils, pastes, waxes, or solids.

Cannabis resin: means a solid medical marijuana product produced by gathering and compressing the cannabinoid-rich trichomes (i.e., kief) of the marijuana plant.

Compassion Center: means a not-for-profit corporation, subject to the provisions of R.I. Gen. Laws Chapter 7-6, and is licensed under R.I. Gen. Laws § 21-28.6-12, that acquires, possesses, cultivates, manufactures, delivers, transfers, transports, supplies, or dispenses medical marijuana, and or related supplies and education materials, to patient cardholders and/or their registered caregiver, cardholder or authorized purchaser.

"DBR", "Department" or "Office": shall refer to the Office of Cannabis Regulation within the Rhode Island Department of Business Regulation or its successor agency.

"DOH": shall refer to the Rhode Island Department of Health.

Marijuana: means all parts of the plant cannabis sativa L., whether growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin, but shall not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of mature stalks, (except the

resin extracted from it), fiber, oil or cake, or the sterilized seed from the plant which is incapable of germination. Marijuana shall not include hemp as defined in R.I. Gen. Laws § 2-26-3.

Marijuana infused products: means product infused with medical marijuana or an extract of medical marijuana that is intended for use or consumption other than by smoking or vaping, including but not limited to ingestible and edible products.

1. "Medical edibles" or "Edible" means any product consumed orally that is not otherwise considered an ingestible and is approved for sale by DBR.
2. "Medical ingestible" or "Ingestible" means any topical, transdermal patch, tincture, capsule or other non-edible product approved for sale by DBR.

Medical Marijuana: means marijuana and marijuana products which satisfy the requirements of R.I. Gen. Laws Chapter 21-28.6 and have been given the designation of "medical marijuana" by DBR due to dose, potency, form or other characteristic. Medical marijuana products are only available for use by patient cardholders and may only be sold to or possessed by patient cardholders, or their registered caregiver, or authorized purchaser in accordance with the Act. Medical marijuana may not be sold to, possessed by, manufactured by, or used except as permitted under R.I. Gen. Laws Chapter 21-28.6 and any regulations promulgated thereunder.

Medical marijuana program tracking system: means any system(s) designated by DBR and/or DOH designed and used to record and track all "seed to sale" activities and transactions which may include the use of unique identifiers. The Medical Marijuana Program Tracking System may also be used for registration, licensing, and tagging applications, renewals, change of information, and communications, as well as to record and/or report any other additional information directed by DBR and/or DOH.

3. Responsibilities

This SOP applies to all individuals who are Agents or affiliated with Solar Therapeutics. Solar Therapeutics management will update SOP's as needed per regulation or other mandates. This SOP will be reviewed at a minimum annually.

4. Procedures

4.1. Solar Therapeutics process.

1. All marijuana and marijuana products offered for sale by Solar Therapeutics shall be tested in accordance with the frequency required by DBR.
2. Marijuana received from a Rhode Island medical marijuana cultivator is required to have all products tested by an independent analytical laboratory, see SOP Receiving Cannabis.
3. All products coming in from delivery are to be placed on "Quality on Hold" in the POS and/or Medical Marijuana Program Tracking System.
4. The cannabis product is within specifications for the characteristics of:

a. Odor;

b. Appearance;

c. Fineness; and

d. Moisture content.

5. Medical Marijuana Program Tracking System.

a. Electronic manifest in the Medical Marijuana Program Tracking System matches the product being delivered.

b. The packaging is secure and undamaged.

c. They are correctly labeled, see SOP Labeling and Packaging of Marijuana and Marijuana Products.

4.2. Quality Check.

1. Visual – Look at the product.

a. Seeds or stems – There should not be an abundance of seeds or extra stems, taking away from the weight of the quality of medicine.

b. Coloration – Flowers should stay in the green realm and avoid all browning. Hues of purple, orange, and all types of green.

c. THC Crystals on the Trichomes – There should be an abundance of crystal trichomes covering the plant matter.

2. Touch the product.

a. THC crystals should feel sticky to the touch.

b. The sticky touch is indicative of the number of trichomes present.

3. Quality Check – Smell the product.

a. The smell of citrus, pine, fruits, earthy, even diesel are all signs of high quality.

b. Poor quality smells of fresh grass clippings, hay, or mold.

c. Flowers that smell of fresh cut grass typically has not been cured properly, not flushed or have been harvested too early.

d. All common mistakes made by amateur growers.

4. Quality Check – Density of the product.

a. Good quality buds should break apart from the stem with ease.

b. If the buds are too compact or act like clay, it is a sign that the buds are potentially not dried or cured properly.

c. The stem should snap not bend.

d. Prior to release for sale, a secondary inspection will need to take place by the trained Agent/processing lead to ensure product integrity.

5. Quality Check – Failure.

a. If at any point during the quality check process the receiving Agent or secondary inspector agent recognizes a quality issue they should:

b. Immediately have a secondary inspection done by a trained dispensary processing agent;

c. Notify the licensee who delivered the product that there is a quality issue with the shipment. Find out when they can come out and examine the issue;

d. Segment the product that had a quality failure into a separate location and store into the safe;

e. If sending licensee does not agree to come to check out product issue, then prepare the affected product to be picked up by the licensee and make a note in Medical Marijuana Program Tracking System that product is being returned;

f. Notify the sending licensee that the affected product is ready to be picked up and is not being accepted by Solar Therapeutics; and

g. Initiate an Information Report with all the details of the issue with the product.

4.3. Testing.

1. No marijuana or marijuana-infused products may be sold or otherwise marketed for use at a Compassion Center that is not capable of being tested by Analytical Laboratories that are licensed by DOH.

2. Testing of marijuana and marijuana infused products shall be performed by an Analytical Laboratory in compliance with the protocol(s) established in 216-RICR-60-05-6 and in a form and manner determined by the DOH.

3. Tests performed by the Analytical Laboratory on medical marijuana finished plant material include, but are not limited to, cannabinoid potency (THC, CBD, etc.), microbiological, water activity, pesticides, and metals.

4. Tests performed by the Analytical Laboratory on medical marijuana extracts, resins, concentrates as-is or as components of medical marijuana infused products include, but are not limited to, cannabinoid potency (THC, CBD, etc.), solvents, pesticides, and metals.

5. The DBR and/or DOH may require additional testing which Solar Therapeutics will comply with and adhere to.

5. Related Documents

SOP Packaging of Medical Marijuana

SOP Labeling of Medical Marijuana

SOP Receiving Cannabis

SOP Quarantine

6. References

216-RICR-60-05-6: Licensing Analytical Laboratories for Sampling and Testing Medical Marijuana

1. Purpose

Solar Therapeutics is responsible for the proper storage of all marijuana and marijuana-infused products in the Compassion Center. Solar Therapeutics storage processes comply with all legal security requirements. Solar Therapeutics recognizes that marijuana must be stored under appropriate temperatures with conditions to preserve its identity, strength, quality, and purity. Storage of marijuana must be protected against physical, chemical, and microbial contamination.

2. Definition

"Act": means R.I. Gen. Laws Chapter 21-28.6 entitled, "The Edward O. Hawkins and Thomas C. Slater Medical Marijuana Act," as amended.

Agent – means an agent of a marijuana establishment licensee including but not limited to "testing agents."

Compassion Center: means a not-for-profit corporation, subject to the provisions of R.I. Gen. Laws Chapter 7-6, and is licensed under R.I. Gen. Laws § 21-28.6-12, that acquires, possesses, cultivates, manufactures, delivers, transfers, transports, supplies, or dispenses medical marijuana, and or related supplies and education materials, to patient cardholders and/or their registered caregiver, cardholder or authorized purchaser.

"DBR", "Department" or "Office": shall refer to the Office of Cannabis Regulation within the Rhode Island Department of Business Regulation or its successor agency.

Marijuana: means all parts of the plant cannabis sativa L., whether growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin, but shall not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of mature stalks, (except the resin extracted from it), fiber, oil or cake, or the sterilized seed from the plant which is incapable of germination. Marijuana shall not include hemp as defined in R.I. Gen. Laws § 2-26-3.

Marijuana infused products: means product infused with medical marijuana or an extract of medical marijuana that is intended for use or consumption other than by smoking or vaping, including but not limited to ingestible and edible products.

1. "Medical edibles" or "Edible" means any product consumed orally that is not otherwise considered an ingestible and is approved for sale by DBR.
2. "Medical ingestible" or "Ingestible" means any topical, transdermal patch, tincture, capsule or other non-edible product approved for sale by DBR.

Medical Marijuana: means marijuana and marijuana products which satisfy the requirements of R.I. Gen. Laws Chapter 21-28.6 and have been given the designation of "medical marijuana" by DBR due to dose, potency, form or other characteristics. Medical marijuana products are only available for use by patient cardholders and may only be sold to or possessed by patient cardholders, or their registered caregiver, or authorized purchaser in accordance with the Act. Medical marijuana may not

be sold to, possessed by, manufactured by, or used except as permitted under R.I. Gen. Laws Chapter 21-28.6 and any regulations promulgated thereunder.

"Medical marijuana program tracking system": means any system(s) designated by DBR and/or DOH designed and used to record and track all "seed to sale" activities and transactions which may include the use of unique identifiers. The Medical Marijuana Program Tracking System may also be used for registration, licensing, and tagging applications, renewals, change of information, and communications, as well as to record and/or report any other additional information directed by DBR and/or DOH.

"RIGL": Rhode Island General Laws.

"Volunteer": is a registration that only applies to compassion centers and shall be limited to compassion center persons whose volunteer activities and use of compassion center resources is strictly limited to participation in educational programming conducted for compassion center cardholders and registered qualifying patients, primary caregivers, and authorized purchasers. Volunteers shall not be permitted to be otherwise involved in the growth, cultivation, weighing, packaging or labeling, manufacturing, processing, dispending or sale of medical marijuana.

3. Responsibilities

This SOP applies to all individuals who are Agents or affiliated with Solar Therapeutics. Solar Therapeutics management will update SOP's as needed per regulation or other mandates. This SOP will be reviewed at a minimum annually.

4. Procedures

4.1. All marijuana and marijuana products pending placement on retail shelves.

1. Shall be stored in a private, secure, locked vault in a restricted access area accessible only to the minimum number of Agents essential for efficient operation.
2. All marijuana shall be tracked according to Solar Therapeutics' standard operating procedures ("SOP"), which shall remain in compliance with the relevant regulations.
3. All marijuana shall be returned to this secure location at the end of each business day.
4. All Agents involved with storage-related tasks will be trained.
5. All training will be documented and stored, see SOP Marijuana Establishment Agent Training.

4.2. Solar Therapeutics Storage Requirements.

1. Cannabis is stored in the vault.
2. Access to the Solar Therapeutics vault is restricted only to individuals with approved access.

3. Cannabis for sale shall always be stored in the Solar Therapeutics vault, except one hour before the Compassion Center is open for business when the product is taken to the dispensing area of the facility.
4. Any cannabis that is delivered must be stored in the vault, unless the cannabis is being processed manufactured into small units in the processing room or out in the dispensing area.
5. The cannabis that is out in the service area is required to be returned from the dispensing area to the vault one hour after closing.
6. Solar Therapeutics shall have separate areas for storage of marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, until such products are destroyed.
7. Solar Therapeutics shall provide adequate lighting, ventilation, temperature, humidity, space, and equipment.
8. Solar Therapeutics storage areas shall be maintained in a clean and orderly condition.
9. Solar Therapeutics storage areas shall be free from infestation by insects, rodents, birds, and pests of any kind, see SOP Sanitation and Pest Management.

4.3. Solar Therapeutics Security Requirements.

1. Establishing Limited Access Areas, which shall be accessible only to specifically authorized personnel limited to include only the minimum number of employees essential for efficient operation, see SOP Security Alarm Systems and Video Surveillance.
2. Storing all finished marijuana products in a secure, locked safe or vault in such a manner as to prevent diversion, theft, and loss.
3. Keeping all safes, vaults, and any other equipment or areas used for the production, cultivation, harvesting, processing or storage, including before disposal, of marijuana or marijuana products, securely locked and protected from entry, except for the actual time required to remove or replace marijuana.
4. Storing all finished marijuana products in a secure, locked safe or vault in such a manner as to prevent diversion, theft, and loss.

4.4. Areas within Solar Therapeutics.

1. The Vault area is equipped with adequate lighting, ventilation, and space.
   a. The vault is climate-controlled and monitored twenty-four (24) hours a day for both security and changes in the environment (temperature and humidity).
   b. Shall be kept securely locked and maintained in a clean, orderly condition, kept free from infestation by insects, rodents, birds, and pests of any kind, see SOP Sanitation and Pest Management.

c. Separate areas within the vault have been allocated for storage until such products are destroyed in accordance with our standard disposal procedures, see SOP Cannabis Waste Disposal.

i. Marijuana that is outdated, damaged, deteriorated, misbranded or adulterated.

ii. Marijuana whose containers or packaging have been opened, tampered with, or breached.

iii. All cannabis waste.

iv. Any marijuana abandoned at our facility will also be accounted for and destroyed.

v. Other storage areas.

d. All storage areas within the Compassion Center shall be kept securely locked and maintained in a clean, orderly condition.

4.5. Tracking Software.

1. Solar Therapeutics uses the Medical Marijuana Tracking System designated by DBR designed and used to record and track all "seed to sale" activities and transactions which may include the use of unique identifiers.
2. Solar Therapeutics will keep a complete log of all Compassion Center inventory via the Medical Marijuana Tracking System including, but not limited to:
   a. Batches or lots of useable marijuana;
   b. Batches or lots of concentrates;
   c. Batches or lots of extracts;
   d. Batches or lots of marijuana infused products;
   e. Immature plants;
   f. Mature plants; and
   g. Marijuana waste.
3. Should any marijuana be identified as lost or stolen, the Manager will assess the need for an Information Report and complete if required; see SOP Recordkeeping Procedures.

5. Related Documents

Security Plan

SOP Seed-to-Sale

6. References

230-RICR-80-05-1.6.1 Medical Marijuana Program Tracking System

230-RICR-80-05-1.6.4 Inventory Limit, Sources and Control

230-RICR-80-05-1.6.4 Minimum Security Requirements

1. Purpose

Solar Therapeutics is committed to establishing policies and procedures to ensure the compliance of the Office of Cannabis Regulation within the Rhode Island Department of Business Regulation. Solar Therapeutics is responsible for using the state approved Medical Marijuana Program Tracking System to document and monitor compliance with the Act and all regulations promulgated thereunder. Solar Therapeutics will ensure that all information related to the acquisition, propagation, cultivation, transfer, manufacturing, processing, testing, storage, destruction, wholesale and/or retail sale of all marijuana and medical marijuana products possessed by licensees and/or distributed to registered cardholders in accordance with the Act are kept completely up-to-date in the Medical Marijuana Program Tracking System.

2. Definition

"Act": means R.I. Gen. Laws Chapter 21-28.6 entitled, "The Edward O. Hawkins and Thomas C. Slater Medical Marijuana Act," as amended.

Agent: means an agent of a marijuana establishment licensee including but not limited to "testing agents."

Authorized purchaser – means a natural person who is at least twenty-one (21) years old and who is registered with DOH for the purposes of assisting a qualifying patient in purchasing marijuana from a compassion center. An authorized purchaser may assist no more than one patient and is prohibited from consuming marijuana obtained for the use of the qualifying patient. An authorized purchaser shall be registered with DOH and shall possess a valid registry identification card.

Compassion Center: means a not-for-profit corporation, subject to the provisions of R.I. Gen. Laws Chapter 7-6, and is licensed under R.I. Gen. Laws § 21-28.6-12, that acquires, possesses, cultivates, manufactures, delivers, transfers, transports, supplies, or dispenses medical marijuana, and or related supplies and education materials, to patient cardholders and/or their registered caregiver, cardholder or authorized purchaser.

"DBR", "Department" or "Office": shall refer to the Office of Cannabis Regulation within the Rhode Island Department of Business Regulation or its successor agency.

Marijuana: means all parts of the plant cannabis sativa L., whether growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin, but shall not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of mature stalks, (except the resin extracted from it), fiber, oil or cake, or the sterilized seed from the plant which is incapable of germination. Marijuana shall not include hemp as defined in R.I. Gen. Laws § 2-26-3.

Marijuana infused products: means product infused with medical marijuana or an extract of medical marijuana that is intended for use or consumption other than by smoking or vaping, including but not limited to ingestible and edible products.

1. "Medical edibles" or "Edible" means any product consumed orally that is not otherwise considered an ingestible and is approved for sale by DBR.
2. "Medical ingestible" or "Ingestible" means any topical, transdermal patch, tincture, capsule or other non-edible product approved for sale by DBR.

Medical Marijuana: means marijuana and marijuana products which satisfy the requirements of R.I. Gen. Laws Chapter 21-28.6 and have been given the designation of "medical marijuana" by DBR due to dose, potency, form or other characteristics. Medical marijuana products are only available for use by patient cardholders and may only be sold to or possessed by patient cardholders, or their registered caregiver, or authorized purchaser in accordance with the Act. Medical marijuana may not be sold to, possessed by, manufactured by, or used except as permitted under R.I. Gen. Laws Chapter 21-28.6 and any regulations promulgated thereunder.

"Medical marijuana program tracking system": means any system(s) designated by DBR and/or DOH designed and used to record and track all "seed to sale" activities and transactions which may include the use of unique identifiers. The Medical Marijuana Program Tracking System may also be used for registration, licensing, and tagging applications, renewals, change of information, and communications, as well as to record and/or report any other additional information directed by DBR and/or DOH.

3. Responsibilities

This SOP applies to all individuals who are Agents or affiliated with Solar Therapeutics. Solar Therapeutics management will update SOP's as needed per regulation or other mandates. This SOP will be reviewed at a minimum annually.

4. Procedures

4.1. Medical Marijuana Program Tracking System.

1. Solar Therapeutics uses the Medical Marijuana Program Tracking System designated by DBR designed and used to record and track all "seed to sale" activities and transactions which may include the use of unique identifiers.
2. Solar Therapeutics will ensure that all information related to the acquisition, propagation, cultivation, transfer, manufacturing, processing, testing, storage, destruction, wholesale and/or retail sale of all marijuana and medical marijuana products possessed by licensees and/or distributed to registered cardholders in accordance with the Act must be kept completely up-to-date in the Medical Marijuana Program Tracking System including, but not limited to:
    a. Planting and propagation of plants;
    b. Transition of immature to mature plants;
    c. Harvest dates with yield documentation;
    d. Destructions of immature plants, mature plants and medical marijuana products;

e. Transportation of immature plants, mature plants and medical marijuana products;
f. Theft of immature plants, mature plants, and medical marijuana products;
g. Adjustment of product quantities and/or weights;
h. Conversion of product types including waste documentation;
i. Required test results as reported by a cannabis testing laboratory;
j. Retail and wholesale transaction data; and
k. Product compliance data.

3. Solar Therapeutics will keep a complete log of all Compassion Center inventory via the Medical Marijuana Tracking System including, but not limited to:
   a. Batches or lots of useable marijuana;
   b. Batches or lots of concentrates;
   c. Batches or lots of extracts;
   d. Batches or lots of marijuana infused products;
   e. Immature plants;
   f. Mature plants; and
   g. Marijuana waste.
4. Should any marijuana be identified as lost or stolen, the Manager will assess the need for an Information Report and complete if required; see SOP Recordkeeping Procedures.

4. Related Documents

SOP Steady Supply

SOP Receiving Cannabis

5. References

230-RICR-80-05-1.6.1 Medical Marijuana Program Tracking System

1. Purpose

Solar Therapeutics is committed to establishing policies and procedures to ensure the compliance of the Office of Cannabis Regulation within the Rhode Island Department of Business Regulation. Solar Therapeutics is responsible for ensuring that there is a steady supply of marijuana and marijuana infused products for patients at the Compassion Center.

2. Definition

"Act": means R.I. Gen. Laws Chapter 21-28.6 entitled, "The Edward O. Hawkins and Thomas C. Slater Medical Marijuana Act," as amended.

Agent – means an agent of a marijuana establishment licensee including but not limited to "testing agents."

Authorized purchaser – means a natural person who is at least twenty-one (21) years old and who is registered with DOH for the purposes of assisting a qualifying patient in purchasing marijuana from a compassion center. An authorized purchaser may assist no more than one patient and is prohibited from consuming marijuana obtained for the use of the qualifying patient. An authorized purchaser shall be registered with DOH and shall possess a valid registry identification card.

Compassion Center: means a not-for-profit corporation, subject to the provisions of R.I. Gen. Laws Chapter 7-6, and is licensed under R.I. Gen. Laws § 21-28.6-12, that acquires, possesses, cultivates, manufactures, delivers, transfers, transports, supplies, or dispenses medical marijuana, and or related supplies and education materials, to patient cardholders and/or their registered caregiver, cardholder or authorized purchaser.

"DBR", "Department" or "Office": shall refer to the Office of Cannabis Regulation within the Rhode Island Department of Business Regulation or its successor agency.

Marijuana: means all parts of the plant cannabis sativa L., whether growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin, but shall not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of mature stalks, (except the resin extracted from it), fiber, oil or cake, or the sterilized seed from the plant which is incapable of germination. Marijuana shall not include hemp as defined in R.I. Gen. Laws § 2-26-3.

Marijuana infused products: means product infused with medical marijuana or an extract of medical marijuana that is intended for use or consumption other than by smoking or vaping, including but not limited to ingestible and edible products.

1. "Medical edibles" or "Edible" means any product consumed orally that is not otherwise considered an ingestible and is approved for sale by DBR.
2. "Medical ingestible" or "Ingestible" means any topical, transdermal patch, tincture, capsule or other non-edible product approved for sale by DBR.

Medical Marijuana: means marijuana and marijuana products which satisfy the requirements of R.I. Gen. Laws Chapter 21-28.6 and have been given the designation of "medical marijuana" by DBR due to dose, potency, form or other characteristics. Medical marijuana products are only available for use by patient cardholders and may only be sold to or possessed by patient cardholders, or their registered caregiver, or authorized purchaser in accordance with the Act. Medical marijuana may not be sold to, possessed by, manufactured by, or used except as permitted under R.I. Gen. Laws Chapter 21-28.6 and any regulations promulgated thereunder.

"Medical marijuana program tracking system": means any system(s) designated by DBR and/or DOH designed and used to record and track all "seed to sale" activities and transactions which may include the use of unique identifiers. The Medical Marijuana Program Tracking System may also be used for registration, licensing, and tagging applications, renewals, change of information, and communications, as well as to record and/or report any other additional information directed by DBR and/or DOH.

3. Responsibilities

This SOP applies to all individuals who are Agents or affiliated with Solar Therapeutics. Solar Therapeutics management will update SOP's as needed per regulation or other mandates. This SOP will be reviewed at a minimum annually.

4. Procedures

4.1. Inventory with Tracking Software.

1. Solar Therapeutics uses the Medical Marijuana Program Tracking System designated by DBR designed and used to record and track all "seed to sale" activities and transactions which may include the use of unique identifiers.
2. Solar Therapeutics will keep a complete log of all Compassion Center inventory via the Medical Marijuana Tracking System including, but not limited to:
   a. Batches or lots of useable marijuana;
   b. Batches or lots of concentrates;
   c. Batches or lots of extracts;
   d. Batches or lots of marijuana infused products;
   e. Immature plants;
   f. Mature plants; and
   g. Marijuana waste.
3. Should any marijuana be identified as lost or stolen, the Manager will assess the need for an Information Report and complete if required; see SOP Recordkeeping Procedures.

4.2. Inventory when Tracking Software is Unavailable.

1. Solar Therapeutics will ensure an accurate inventory of marijuana and marijuana infused products at the Compassion Center for its' patients by maintaining procedures including, but not limited to:
    a. Conduct an initial comprehensive inventory of all medical marijuana, including usable marijuana available for dispensing and/or sale, marijuana plants and seedlings, unusable marijuana, and wet marijuana, at each authorized location on the date the compassion center first dispenses.
    b. Conduct daily subsequent comprehensive inventories.
    c. Conduct a monthly inventory review of stored, usable marijuana, seedlings, plants, and wet marijuana.
    d. Keep records of the alternative inventory control methods for DBR to access upon request.
    e. Any other alternative inventory control measure that DBR designates.
2. After completing and ensuring an accurate inventory, Solar Therapeutics will maintain the following procedure for each medical marijuana unit or product:
    a. Create a unique identifier;
    b. Enter information regarding the product/unit into an alternate inventory control system;
    c. Create a label with the unique identifier and batch number; and
    d. Securely attach the label to each unit/product.

4.3. Steady Supply of Marijuana and Marijuana Infused Products

1. Solar Therapeutics will ensure a steady supply of medical marijuana at the Compassion Center for its' patients by maintaining procedures including, but not limited to:
    a. Entering into formal agreement from Rhode Island licensed cultivators, see SOP Receiving Cannabis.
    b. Complying with DBR regulations on limiting inventory of marijuana at the Compassion Center, including but not limited to immature plants, mature plants, and medical marijuana products, to reflect the projected needs of qualifying patients.
    c. Access projected demand and needs of qualifying patients and contact DBR before attempting to expand the size, scope, scale, or capacity of approved inventory limits at the Compassion Center.
    d. Not expanding the size, scope, scale, or capacity of cultivation activities until after DBR has completed a recent market demand assessment to project the needs of qualifying patients and DBR has determined that the proposed increase in size, scope, scale, or

capacity is in the best interest of and for the mutual benefit of program participants and required to meet the projected needs of qualifying patients.

5. Related Documents

SOP Seed-to-Sale

SOP Receiving Cannabis

6. References

230-RICR-80-05-1.6.1 Medical Marijuana Program Tracking System

230-RICR-80-05-1.6.3 Permitted and Prohibited Sources of Marijuana; Contract Requirements; Sales and Transfers

230-RICR-80-05-1.6.4 Inventory Limit, Sources and Control

1. Purpose

Solar Therapeutics is committed to establishing policies and procedures to ensure compliance of the regulations promulgated by the Office of Cannabis Regulation within the Rhode Island Department of Business Regulation. Solar Therapeutics is responsible for ensuring that only those marijuana products that meet all criteria for patient consumption in accordance with the Regulations are available for purchase and consumption by patients.

2. Definition

DBR- means the Office of Cannabis Regulation within the Rhode Island Department of Business Regulation.

Licensee- means any person or entity licensed by DBR or DOH under the Act whose license permits it to engage in or conduct activities in connection with the medical marijuana program. Licensee shall include compassion centers, medical marijuana cultivators, and cannabis testing laboratories.

Marijuana: means all parts of the plant cannabis sativa L., whether growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin, but shall not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of mature stalks, (except the resin extracted from it), fiber, oil or cake, or the sterilized seed from the plant which is incapable of germination. Marijuana shall not include hemp as defined in R.I. Gen. Laws § 2-26-3.

Marijuana infused products: means product infused with medical marijuana or an extract of medical marijuana that is intended for use or consumption other than by smoking or vaping, including but not limited to ingestible and edible products.

1. "Medical edibles" or "Edible" means any product consumed orally that is not otherwise considered an ingestible and is approved for sale by DBR.
2. "Medical ingestible" or "Ingestible" means any topical, transdermal patch, tincture, capsule or other non-edible product approved for sale by DBR.

Medical Marijuana: means marijuana and marijuana products which satisfy the requirements of R.I. Gen. Laws Chapter 21-28.6 and have been given the designation of "medical marijuana" by DBR due to dose, potency, form or other characteristics. Medical marijuana products are only available for use by patient cardholders and may only be sold to or possessed by patient cardholders, or their registered caregiver, or authorized purchaser in accordance with the Act. Medical marijuana may not be sold to, possessed by, manufactured by, or used except as permitted under R.I. Gen. Laws Chapter 21-28.6 and any regulations promulgated thereunder.

"Medical marijuana program tracking system": means any system(s) designated by DBR and/or DOH designed and used to record and track all "seed to sale" activities and transactions which may include the use of unique identifiers. The Medical Marijuana Program Tracking System may also be used for registration, licensing, and tagging applications, renewals, change of information, and

communications, as well as to record and/or report any other additional information directed by DBR and/or DOH.

SOP- Means Standard Operating Procedure and/or "Operations Manual."

Testing- means the scientific method utilized by an approved/licensed analytical laboratory who performs sampling and / or analysis of medical marijuana and or medical marijuana products in accordance with 216-RICR-60-05-6.21 to determine whether or not that marijuana and/or medical marijuana product is safe for patient consumption.

Vault-means that secure location within the compassion center as outlined in the Storage SOPs where medical marijuana products, marijuana products awaiting testing, marijuana products awaiting disposal or destruction may be stored in order to prevent unauthorized access or theft.

3. Responsibilities

This SOP applies to all individuals who are Agents or affiliated with Solar Therapeutics. Solar Therapeutics management will update SOP's as needed per regulation or other mandates. This SOP will be reviewed at a minimum annually.

4. Procedures

4.1 Quarantine

1. Until a marijuana product has been designated as medical or upon a recall of a medical product, all marijuana and marijuana products will be quarantined pursuant to 230-RICR-80-05-1.11.
2. Marijuana products quarantined pending testing or testing results will be stored in the vault as outlined in the SOP's regarding "Storage" so as to prevent theft or unauthorized access.
    a) Marijuana products stored awaiting testing will be stored in sealed containers enclosed on all sides and affixed with the following information:
        i) The licensee's name;
        ii) The unique identifier generated by the Medical Marijuana Program Tracking System;
        iii) Strain name or product name;
        iv) The quantity of the product;
        v) In bold, capital letters, no smaller than 12-point font, "**PRODUCT NOT SAMPLED FOR TESTING.**"
    b) Marijuana products stored pending test results will be stored in sealed containers enclosed on all sides and affixed with the following information:
        i) The licensee's number and tradename or business name;

ii) The batch number generated by the Medical Marijuana Program Tracking System;

iii) Name and registry identification card number of the person who took the samples;

iv) Name and license number of the testing facility that will perform the tests;

v) Test sample(s) unique identification number;

vi) The quantity of the product;

vii) The date the samples were taken

viii) In bold capital letters, no smaller than 12-point font, "PRODUCT NOT TESTED."

3. Marijuana that fails to pass testing requirements under 216-RICR-60-05-6.21 will continue to be quarantined until either of the following occurs:

a) Solar Therapeutic's requests in writing for permission from DBR to have the lab retest the sample in the manner prescribed under 216-RICR-60-05-6 and that samples results do not exceed the action level or;

b) Solar Therapeutic's destroys the marijuana in the method prescribed by SOP-Disposal of Marijuana Products" and pursuant to 230-RICR-80-05-1.6.16, or:

i) Making the marijuana and/or waste unusable and making the marijuana plant material indistinguishable from other plant material.

ii) this will be accomplished by grinding and incorporating the marijuana plant waste with other non-consumable solid waste or other ground materials resulting in a mixture that is at least 50 percent non-marijuana waste by volume.

iii) The destruction of the failed test batch will be logged into the Medical Marijuana Program Tracking System.

c) Solar Therapeutic's requests from the DBR the opportunity to remediate the batch in the manner prescribed by 230-RICR-80-05-1.6.11(F).

5. Related Documents

SOP Storage of Cannabis

SOP Disposal

SOP Complaints

6. References

230-RICR-80-05-1.11

230-RICR-80-05-1.6.16

1. Purpose

Solar Therapeutics is committed to establishing policies and procedures for the collective and evaluation of data from the process design state throughout production. Solar Therapeutics is committed to ensuring that the processes used for manufacturing medical marijuana consistently high quality products.

2. Definition

Act: means R.I. Gen. Laws Chapter 21-28.6 entitled, "The Edward O. Hawkins and Thomas C. Slater Medical Marijuana Act," as amended.

Analytical laboratory: means a facility for the biological, microbiological, chemical, and physical examination of medical marijuana and other matrices containing medical marijuana for medicinal purposes.

Cannabinoid: means any of several compounds produced by cannabis plants including marijuana that have medical and/or psychotropic effects.

Cannabinoid profile: means the percentages of Δ9-tetrahydrocannabinol (Δ9-THC), cannabidiol (CBD), tetrahydrocannabinolic acid (THCa) and cannabidiolic acid (CBDa) in the total amount of medical marijuana product as sold. Percentage of other cannabinoids may be reported, but are not required.

Cannabis concentrate: means a marijuana product derived by using solvents or other means to extract and concentrate cannabinoid compounds. Concentrates are typically in the form of oils, pastes, waxes, or solids.

Cannabis resin: means a solid medical marijuana product produced by gathering and compressing the cannabinoid-rich trichomes (i.e., kief) of the marijuana plant.

Compassion Center: means a not-for-profit corporation, subject to the provisions of R.I. Gen. Laws Chapter 7-6, and is licensed under R.I. Gen. Laws § 21-28.6-12, that acquires, possesses, cultivates, manufactures, delivers, transfers, transports, supplies, or dispenses medical marijuana, and or related supplies and education materials, to patient cardholders and/or their registered caregiver, cardholder or authorized purchaser.

"DBR", "Department" or "Office": shall refer to the Office of Cannabis Regulation within the Rhode Island Department of Business Regulation or its successor agency.

"DOH": shall refer to the Rhode Island Department of Health.

Marijuana: means all parts of the plant cannabis sativa L., whether growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin, but shall not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of mature stalks, (except the

resin extracted from it), fiber, oil or cake, or the sterilized seed from the plant which is incapable of germination. Marijuana shall not include hemp as defined in R.I. Gen. Laws § 2-26-3.

Marijuana infused products: means product infused with medical marijuana or an extract of medical marijuana that is intended for use or consumption other than by smoking or vaping, including but not limited to ingestible and edible products.

1. "Medical edibles" or "Edible" means any product consumed orally that is not otherwise considered an ingestible and is approved for sale by DBR.
2. "Medical ingestible" or "Ingestible" means any topical, transdermal patch, tincture, capsule or other non-edible product approved for sale by DBR.

Medical Marijuana: means marijuana and marijuana products which satisfy the requirements of R.I. Gen. Laws Chapter 21-28.6 and have been given the designation of "medical marijuana" by DBR due to dose, potency, form or other characteristic. Medical marijuana products are only available for use by patient cardholders and may only be sold to or possessed by patient cardholders, or their registered caregiver, or authorized purchaser in accordance with the Act. Medical marijuana may not be sold to, possessed by, manufactured by, or used except as permitted under R.I. Gen. Laws Chapter 21-28.6 and any regulations promulgated thereunder.

Medical marijuana program tracking system: means any system(s) designated by DBR and/or DOH designed and used to record and track all "seed to sale" activities and transactions which may include the use of unique identifiers. The Medical Marijuana Program Tracking System may also be used for registration, licensing, and tagging applications, renewals, change of information, and communications, as well as to record and/or report any other additional information directed by DBR and/or DOH.

Process validation: means the collection and evaluation of data from the process design stage throughout production, which establishes scientific evidence that a process is capable of consistently delivering quality products.

3. Responsibilities

This SOP applies to all individuals who are Agents or affiliated with Solar Therapeutics. Solar Therapeutics management will update SOP's as needed per regulation or other mandates. This SOP will be reviewed at a minimum annually.

4. Procedures

4.1. Solar Therapeutics process.

1. Solar Therapeutics will ensure procedures and policies that every step of marijuana production from the process design state throughout production is validated including, but not limited to:
   a. Growing facilities including the climate, control, irrigation, fertilization, and lighting systems;

b. Post-harvest facilities and equipment;
c. Production facility including clean rooms and control systems;
d. Utilities including HVAC, control and monitoring system, water, compressed air, process gases, and steam;
e. Manufacturing equipment;
f. Manufacturing process;
g. Sanitization and sterilization processes;
h. Filling processes;
i. Packaging and labeling processes;
j. Software and computerized systems;
k. Control and automatic systems;
l. Cleaning processes;
m. Analytical system and equipment;
n. Analytical methods;
o. Storage areas; and
p. Supply chain.

2. Solar Therapeutics policy is that each step of the manufacturing process must be controlled through good manufacturing practices. The good manufacturing practices will create consistency in marijuana and marijuana infused product's quality, safety, and efficacy.
3. Solar Therapeutics will ensure all marijuana and marijuana infused products have been tested by an Analytical Laboratory in compliance with the protocol(s) established in 216-RICR-60-05-6 and in a form and manner determined by the DOH, see SOP Quality Control and Testing.
4. Before entering into a formal agreement with a licensed cultivator, a Solar Therapeutics agent will observe and analyze the manufacturing processes used in the cultivation of marijuana and marijuana-infused products to ensure that all Rhode Island regulations are being followed to produce the highest quality product.
5. Solar Therapeutics is committed to using independent analytical data to ensure process validation for all smokeable and vapeable products.

5. Related Documents

SOP Packaging of Medical Marijuana

SOP Labeling of Medical Marijuana

SOP Receiving Cannabis

SOP Quarantine

SOP Quality Control and Testing

6. References

216-RICR-60-05-6: Licensing Analytical Laboratories for Sampling and Testing Medical Marijuana

1. Purpose

Solar Therapeutics is committed to establishing policies and procedures to ensure the compliance of the Office of Cannabis Regulation within the Rhode Island Department of Business Regulation. Solar Therapeutics is responsible for ensuring that all Medical Marijuana, Medical Marijuana Edibles, Medical Marijuana Ingestibles and Medical Marijuana Concentrates and any related products are properly packaged prior to entering the Compassion Center retail space.

2. Definition

Agent – means an agent of a marijuana establishment licensee including but not limited to "testing agents."

Authorized purchaser – means a natural person who is at least twenty-one (21) years old and who is registered with DOH for the purposes of assisting a qualifying patient in purchasing marijuana from a compassion center. An authorized purchaser may assist no more than one patient and is prohibited from consuming marijuana obtained for the use of the qualifying patient. An authorized purchaser shall be registered with DOH and shall possess a valid registry identification card.

Cannabis – means all parts of the plant of the genus marijuana, also known as marijuana sativa L., whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin regardless of cannabinoid content or cannabinoid potency including "marijuana," and "industrial hemp" or industrial hemp products" which satisfy the requirements of R.I. Gen. Laws Chapter 2-26.

Child-Resistant – shall mean packaging in accordance with the Poison Prevention Packaging Act of 1970, 16 C.F.R. Part 1700, incorporated below at § 1.1.7(A) of this Part.

Compassion center – means a not-for-profit corporation, subject to the provisions of R.I. Gen. Laws Chapter 7-6, and is licensed under R.I. Gen. Laws § 21-28.6-12, that acquires, possesses, cultivates, manufactures, delivers, transfers, transports, supplies, or dispenses medical marijuana, and or related supplies and education materials, to patients cardholders and/or their registered caregiver, cardholder or authorized purchaser.

"DBR," "Department" or "Office" – shall refer to the Office of Cannabis Regulation within the Rhode Island Department of Business Regulation or its successor agency.

"DOH" – means the Rhode Island Department of Health or its successor agency.

Medical Marijuana – means marijuana and marijuana products which satisfy the requirements of R.I. Gen. Laws Chapter 21-28.6 and have been given the designation of "medical marijuana" by DBR due to dose, potency, form or other characteristic. Medical marijuana products are only available for use by patient cardholders and may only be sold to or possessed by patient cardholders, or their registered caregiver, or authorized purchaser in accordance with the Act. Medical marijuana may not be sold to, possessed by, manufactured by, or used except as permitted under R.I. Gen. Laws Chapter 21-28.6 and any regulations promulgated thereunder.

Marijuana establishment licensee – means any person or entity licensed by DBR or DOH under the Act whose license permits it to engage in or conduct activities in connection with the medical marijuana program. "Marijuana establishment licensees" shall include compassion centers, medical marijuana cultivators, and cannabis testing laboratories.

Medical marijuana program tracking system – means any system(s) designated by DBR and/or DOH designed and used to record and track all "seed to sale" activities and transactions which may include the use of unique identifiers. The Medical Marijuana Program Tracking System may also be used for registration, licensing, and tagging applications, renewals, change of information, and communications, as well as to record and/or DOH.

3. Responsibilities

This SOP applies to all individuals who are Agents or affiliated with Solar Therapeutics. Solar Therapeutics management will update SOP's as needed per regulation or other mandates. This SOP will be reviewed at a minimum annually.

4. Procedures

4.1 Packaging

1. All Solar Therapeutics personnel are required to know what to look for and what is required in the packaging of edible medical marijuana-infused products, medical marijuana concentrates, medical marijuana extracts, tinctures, and topicals.
2. Solar Therapeutics is responsible for ensuring all medical marijuana products are retail-ready prior to sale to a qualifying patient, registered primary caregiver or authorized purchaser.
3. All retail-ready medical marijuana products must be in compliant packaging upon entering the compassion center retail sale space.

4.2 Solar Therapeutics Packaging Requirements

1. Solar Therapeutics Agents are responsible for making sure packaging containing retail-ready medical marijuana product meets the following requirements:
   A. Be opaque, of a neutral color, and light resistant;
      1. Neutral colors include but are not limited to: black, white, gray, beige, brown, and tan. Neutral colors do not include primary and secondary colors (e.g. red, orange, yellow, green, blue, or purple) or any variant of primary or secondary colors.
   B. Fully enclose the product;
   C. Protect the product from contamination;
   D. Not impart any toxic or harmful substance to the medical marijuana product;
   E. Be child-resistant; and
   F. Be able to be resealed in a child-resistant manner unless the package contains a single serving medical marijuana edible or ingestible.

2. Solar Therapeutics Exit Packaging

A. With the exception of medical marijuana edibles and ingestibles, Solar Therapeutics ensures that any other retail-ready medical marijuana product is placed into a container that is not child-resistant shall be placed into a child-resistant Exit Package at the point of sale.
B. If the medical marijuana product complies with labeling requirements, the Exit Package is not required to be labeled.

4.3 Additional Packaging Requirements

1. Solar Therapeutics ensures the compliance of these additional packaging requirements for retail-ready medical marijuana:

A. Medical Marijuana Edibles

1. A single serving unit shall not exceed 10 milligrams of active THC.
2. If being sold individually, a single serving unit shall be placed into a child-resistant container that may or may not be resealable.
3. Multiple single serving units may be placed together into a single child resistant and resealable package, so long as the active THC per package does not exceed 100 milligrams.
4. Multiple packages may be bundled and sold together so long as the:
   a. Total amount of THC per serving unit does not exceed 10 milligrams.
   b. Total amount of THC per package does not exceed 100 milligrams; and
   c. Total amount of THC per bundled package does not exceed the maximum amount a patient can possess.
5. For Medical Marijuana Edibles in liquid form packaged as a single serving unit, the container may be sealed using a metal crown cork style bottle cap.
6. For Medical Marijuana Edibles in liquid form containing multiple serving units, the container must have a resealing cap or closure which maintains child resistance compliance.
7. Medical Marijuana Edibles in liquid form containing multiple serving units must include a measuring device such as a measuring cap, cup or dropper with the package. Hash marks on the package do not qualify as a measuring device.

C. Medical Marijuana Ingestibles

1. A single serving unit, if sold individually, of a Medical Marijuana Ingestible must be placed into a child-resistant container that may or may not be resealable.
2. Multiple single serving units may be placed together into a single child-resistant and resealable package.
3. Multiple packages may be bundled and sold together so long as the total amount of THC per bundled package does not exceed the maximum amount a patient can possess.
4. For Medical Marijuana Ingestibles in liquid form packaged as a single serving unit, the container may be sealed using a metal crown cork style bottle cap.

5. For Medical Marijuana Ingestibles in liquid form with multiple serving units, the container must have a resealing cap or closure.

6. Medical Marijuana Ingestibles in liquid form with multiple serving units must include within the package:

a. A measuring device such as a measuring cap, cup or dropper that is capable of dispensing a 10 milligram serving unit. Hash marks on the package do not qualify as a measuring device.

D. Medical concentrates

1. Cartridges and any other devices, as determined by the DBR, shall receive a consumer testing certificate.

2. The total THC per package shall not exceed 500 milligrams.

5. Related Documents

SOP Labeling

SOP Receiving Cannabis

SOP Quarantine

SOP Products and Pricing

6. References

230-RICR-80-05-1-1.1.1 Definitions

230-RICR-80-05-1-1.5.2 General Packaging Requirements

1. Purpose

Solar Therapeutics is committed to establishing policies and procedures to ensure the compliance of the Office of Cannabis Regulation within the Rhode Island Department of Business Regulation. Solar Therapeutics is responsible for ensuring that all Medical Marijuana, Medical Marijuana Edibles, Medical Marijuana Ingestibles and Medical Marijuana Concentrates and any related products are properly labeled prior to entering the Compassion Center retail space.

2. Definition

Agent – means an agent of a marijuana establishment licensee including but not limited to "testing agents."

Authorized purchaser – means a natural person who is at least twenty-one (21) years old and who is registered with DOH for the purposes of assisting a qualifying patient in purchasing marijuana from a compassion center. An authorized purchaser may assist no more than one patient and is prohibited from consuming marijuana obtained for the use of the qualifying patient. An authorized purchaser shall be registered with DOH and shall possess a valid registry identification card.

Cannabis – means all parts of the plant of the genus marijuana, also known as marijuana sativa L., whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin regardless of cannabinoid content or cannabinoid potency including "marijuana," and "industrial hemp" or industrial hemp products" which satisfy the requirements of R.I. Gen. Laws Chapter 2-26.

CBD – means cannabidiol, which is a cannabinoid found in the cannabis plant.

Compassion center – means a not-for-profit corporation, subject to the provisions of R.I. Gen. Laws Chapter 7-6, and is licensed under R.I. Gen. Laws § 21-28.6-12, that acquires, possesses, cultivates, manufactures, delivers, transfers, transports, supplies, or dispenses medical marijuana, and or related supplies and education materials, to patients cardholders and/or their registered caregiver, cardholder or authorized purchaser.

"DBR," "Department" or "Office" – shall refer to the Office of Cannabis Regulation within the Rhode Island Department of Business Regulation or its successor agency.

"DOH" – means the Rhode Island Department of Health or its successor agency.

Medical Marijuana – means marijuana and marijuana products which satisfy the requirements of R.I. Gen. Laws Chapter 21-28.6 and have been given the designation of "medical marijuana" by DBR due to dose, potency, form or other characteristic. Medical marijuana products are only available for use by patient cardholders and may only be sold to or possessed by patient cardholders, or their registered caregiver, or authorized purchaser in accordance with the Act. Medical marijuana may not be sold to, possessed by, manufactured by, or used except as permitted under R.I. Gen. Laws Chapter 21-28.6 and any regulations promulgated thereunder.

Marijuana establishment licensee – means any person or entity licensed by DBR or DOH under the Act whose license permits it to engage in or conduct activities in connection with the medical

marijuana program. "Marijuana establishment licensees" shall include compassion centers, medical marijuana cultivators, and cannabis testing laboratories.

Medical marijuana program tracking system – means any system(s) designated by DBR and/or DOH designed and used to record and track all "seed to sale" activities and transactions which may include the use of unique identifiers. The Medical Marijuana Program Tracking System may also be used for registration, licensing, and tagging applications, renewals, change of information, and communications, as well as to record and/or DOH.

THC – means delta-9-tetrshydrocannabinol, which is a psychoactive cannabinoid found in the cannabis plant.

3. Responsibilities

This SOP applies to all individuals who are Agents or affiliated with Solar Therapeutics. Solar Therapeutics management will update SOP's as needed per regulation or other mandates. This SOP will be reviewed at a minimum annually.

4. Procedures

4.1 Solar Therapeutics Labeling Requirements

1. All Solar Therapeutics personnel are required to know the labeling requirements and what to look for on labels for medical marijuana, medical marijuana edibles, medical marijuana concentrates and medical marijuana ingestibles,
2. Solar Therapeutics will ensure that any medical marijuana product sold will comply with the labeling requirements set forth by the DBR.
3. If a Solar Therapeutics employee discovers a discrepancy or is unsure that a label is not correct, he or she will notify a Manager.

4.2 The Label of Medical Marijuana and Medical Marijuana Products.

1. Solar Therapeutics will ensure that each package containing retail-ready medical marijuana products will be labeled with all required information and comply with the regulations set forth by the DBR.
2. Solar Therapeutics will adhere to the following labeling requirements:
    A. Labeling text:
        a. No smaller than size 6 font.
        b. In Times New Roman, Calibri, Arial, Helvetica or any other font determined by DBR to be easily read.
        c. In black or white.
        d. Clearly printed in the English Language.
    B. All required information will be unobstructed and conspicuous. If multiple labels need to be affixed to the package, none of the information required will be obstructed.

C. In circumstances where the labeling of the medical marijuana product is unreasonable or impractical, Solar Therapeutics may include the labeling information on a peel-back accordion, expandable, or extendable style so long as the label can be easily identified as containing important information.

D. All packages containing retail-ready medical marijuana products must be clearly labeled with the following information:
   a. The business(es) or tradename(s) and license number(s) of the licensee(s) who produced the product;
   b. Solar Therapeutics business or tradename and license number.
   c. The unique identifier generated by the Medical Marijuana Program Tracking System;
   d. Total THC and Total CBD as provided by the licensed cannabis testing laboratory;
      i. Upon request, Solar Therapeutics will disclose the name of the licensed cannabis testing lab that conducted the tests and provide the results to all required tests for any medical marijuana or medical marijuana product.
   e. A DBR-selected universal warning symbol shall be placed on the front or most predominantly displayed area of the package, no smaller than 1 inch by 1 inch;
      i. Vape cartridges sold containing medical marijuana product must include the DBR-approved symbol in a manner that is clear and conspicuous;
   f. If applicable, the recommended expiration date, or "use by" date;
   g. Poison Control contact information "American Association of Poison Control Center (800)222-1222"; and
   h. For smokable and vapable products, the net weight of the medical marijuana product prior to its placement in the package, using a standard of measure compatible with the tracking system.

E. Solar Therapeutics will ensure these addition labeling requirements for retail-ready medical marijuana infused products are met:
   a. Total contents of THC and CBD must be stated per serving unit in milligrams, and in a font larger than size 6, bolded, underlined and in red.
   b. Total contents of THC and CBD must be stated per package, in milligrams, in a font larger than size 6, bolded, underlined and in red.
   c. The serving size; and
   d. The number of servings per package.

F. Solar Therapeutics Agents will place the following information on inserts. These inserts will accompany each retail-ready medical marijuana product sold:
   a. A complete list of all nonorganic pesticides, herbicides, and fertilizers that were used in the cultivation and production of the medical marijuana product;

b. For medical marijuana infused products, the net weight of the medical marijuana or medical marijuana product prior to its placement in a package, using a standard of measure compatible with the tracking system;
c. For medical products consisting in whole or in part of marijuana flower or marijuana trim, the date of the harvest batch;
d. For medical products including concentrates and marijuana infused products that were manufactured, the date on which the manufacturing batch was created;
e. For processed medical marijuana products, the processing technique or solvent(s) used to produce the product;
f. For processed medical marijuana products, a list of all chemicals, diluents, additives, ingredients and/or excipients used to produce the medical marijuana product or the were added to the medical marijuana product;
g. For medical marijuana infused products, a list of all ingredients used to manufacture the marijuana infused product, including identification of any major allergens contained in the product in accordance with the Food Allergen Labeling and Consumer Protection Act of 2004, 21 U.S.C. § 343 (2010), specifically milk, eggs, fish, crustacean shellfish, tree nuts, peanuts, wheat and soybeans;
h. For medical marijuana edibles and ingestibles, a nutritional fact panel in accordance with 21 C.F.R. Part 101;
i. For medical marijuana topicals, a list of all ingredients in descending order of predominance by weight or volume as applicable; and
j. For medical marijuana topicals, the amount recommended for use at any one time.

4.3 Warnings

1. Solar Therapeutics ensures that the following Warning requirements are met:
    a. Warnings on all retail-ready medical marijuana products shall be:
        i. In the English language;
        ii. In Times New Roman, Calibri, Arial, Helvetica or any other font that can be easily read;
        iii. In text no smaller than size 8 font and bolded;
        iv. Placed in a manner that is not to be covered or obscured; and
        v. Displayed in a bright yellow box as to stand out from other labeling requirements
    b. The following warnings shall be displayed on all medical marijuana products, when applicable;
        i. "Warning: For Medical use ONLY. This product contains marijuana. Store in a securely locked cabinet away from children."
        ii. "Warning: It is unlawful to transport this product outside of Rhode Island."

iii. "Warning: For medical use by a registered patient only. Not for resale."
iv. For medical marijuana products intended to be smoked or vaporized:
    1. "Warning: Smoking and Vaping is hazardous to your health."
    2. "Warning: Vaping can expose you to toxic chemicals that may lead to death."
v. For all medical marijuana infused products, it must state in slightly larger or bolded font as to stand out from surrounding text, with priority placement,
    1. "Effects of this product may be delayed by 3 or more hours."
vi. For all topical products, it must state:
    1. "For Topical Application – Do Not Eat or Smoke."

c. Solar Therapeutics will make sure that the following rotating warning requirements are met and will accompany all retail-ready medical marijuana products at the point of sale based on a rotating schedule as determined by DBR:
    i. Rotating warnings shall:
        1. Be in the English language;
        2. Be in Times New Roman, Calibri, Arial, Helvetica or any other font that can be easily read;
        3. Be in text no smaller than size 10 font and bolded; and
        4. Not cover or obscure any required information.
    ii. The rotating warnings are:
        1. "Warning: Marijuana has intoxicating effects and may be habit forming and addictive."
        2. "Warning: Do not operate a vehicle or machinery under the influence of marijuana."
        3. "Warning: Marijuana should not be used by women that are pregnant or breastfeeding."
        4. "Warning: Early and frequent cannabis use has been associated with the onset of psychosis."

5. Related Documents

Food Allergen Labeling and Consumer Protection Act of 2004, 21 U.S.C. § 343 (2010)

SOP Labeling

SOP Receiving Cannabis

SOP Quarantine

SOP Products and Pricing

6. References

230-RICR-80-05-1-1.1.1 Definitions

230-RICR-80-05-1-1.5.3 General Labeling Requirements

230-RICR-80-05-1-1.5.6 Warnings

1. Purpose

Solar Therapeutics is committed to establishing policies and procedures to ensure the compliance of the Office of Cannabis Regulation within the Department of Business Regulation. Solar Therapeutics has developed a pricing structure based on market conditions that allows patients access to superior quality marijuana and marijuana-infused products.

2. Definitions

"Act": means R.I. Gen. Laws Chapter 21-28.6 entitled, "The Edward O. Hawkins and Thomas C. Slater Medical Marijuana Act," as amended.

Agent – means an agent of a marijuana establishment licensee including but not limited to "testing agents."

Authorized purchaser – means a natural person who is at least twenty-one (21) years old and who is registered with DOH for the purposes of assisting a qualifying patient in purchasing marijuana from a compassion center. An authorized purchaser may assist no more than one patient and is prohibited from consuming marijuana obtained for the use of the qualifying patient. An authorized purchaser shall be registered with DOH and shall possess a valid registry identification card.

Compassion Center: means a not-for-profit corporation, subject to the provisions of R.I. Gen. Laws Chapter 7-6, and is licensed under R.I. Gen. Laws § 21-28.6-12, that acquires, possesses, cultivates, manufactures, delivers, transfers, transports, supplies, or dispenses medical marijuana, and or related supplies and education materials, to patient cardholders and/or their registered caregiver, cardholder or authorized purchaser.

"DBR", "Department" or "Office": shall refer to the Office of Cannabis Regulation within the Rhode Island Department of Business Regulation or its successor agency.

Marijuana: means all parts of the plant cannabis sativa L., whether growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin, but shall not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of mature stalks, (except the resin extracted from it), fiber, oil or cake, or the sterilized seed from the plant which is incapable of germination. Marijuana shall not include hemp as defined in R.I. Gen. Laws § 2-26-3.

Marijuana infused products: means product infused with medical marijuana or an extract of medical marijuana that is intended for use or consumption other than by smoking or vaping, including but not limited to ingestible and edible products.

1. "Medical edibles" or "Edible" means any product consumed orally that is not otherwise considered an ingestible and is approved for sale by DBR.
2. "Medical ingestible" or "Ingestible" means any topical, transdermal patch, tincture, capsule or other non-edible product approved for sale by DBR.

Medical Marijuana: means marijuana and marijuana products which satisfy the requirements of R.I. Gen. Laws Chapter 21-28.6 and have been given the designation of "medical marijuana" by DBR due to dose, potency, form or other characteristics. Medical marijuana products are only available for use by patient cardholders and may only be sold to or possessed by patient cardholders, or their registered caregiver, or authorized purchaser in accordance with the Act. Medical marijuana may not be sold to, possessed by, manufactured by, or used except as permitted under R.I. Gen. Laws Chapter 21-28.6 and any regulations promulgated thereunder.

"Medical marijuana program tracking system": means any system(s) designated by DBR and/or DOH designed and used to record and track all "seed to sale" activities and transactions which may include the use of unique identifiers. The Medical Marijuana Program Tracking System may also be used for registration, licensing, and tagging applications, renewals, change of information, and communications, as well as to record and/or report any other additional information directed by DBR and/or DOH.

3. Responsibilities

This SOP applies to all individuals who are Marijuana Establishment Agents or affiliated with Solar Therapeutics. Solar Therapeutics management will update SOP's as needed per regulation or other mandates. This SOP will be reviewed at a minimum annually.

4. Procedures

4.1 Products

1. Solar Therapeutics is committed to offering the best possible marijuana and marijuana-infused products to its patients. Solar Therapeutics product offerings will include, but are not limited to:
    a. Cannabis flower including traditional sativa, indica, and hybrid;
    b. Pre-rolls;
    c. Concentrates;
    d. Vape cartridges;
    e. Tinctures;
    f. Edibles;
    g. Tablets;
    h. Beverages;
    i. Topical salves;
    j. Topical creams;
    k. Topical lotions;
    l. Topical patches; and

m. Topical sprays.

4.2 Pricing Structure

1. Solar Therapeutics' pricing structure will vary based on market conditions. Solar Therapeutics plans to source and market products of superior quality through licensed cultivators and will price its products accordingly. Solar Therapeutics will use the following pricing structure:

Product	Projected Pricing			
	10mg	.5 Gram	1 Gram	3.5 Grams
Flower	[redacted]			
Prerolls				
Vape Carts				
Concentrates				
Edibles				
Topicals				

4.3 Sales Restrictions

1. Solar Therapeutics will comply with any sales restrictions under the Act or DBR regulations. Specifically, Solar Therapeutics will comply with R.I. Gen. Laws § 21-28.6-12(g) and not dispense more than two and one-half ounces (2.5 oz.) of usable marijuana, or its equivalent, to a qualifying patient directly or through a qualifying patient's primary caregiver or authorized purchaser during a fifteen-day (15) period.
2. Solar Therapeutics agents will not dispense an amount of usable marijuana, or its equivalent, to a patient cardholder, qualifying patient, a qualifying patient's primary caregiver, or a qualifying patient's authorized purchaser that the Compassion Center agent knows would cause the recipient to possess more marijuana than is permitted under the Act.

3. Before dispensing marijuana to any patient or authorized purchaser, the Compassion Center will utilize the database administered by the DBR and DOH to ensure that a qualifying patient is not dispersed more than two and one-half ounces (2.5 oz) of usable marijuana or its equivalent directly or through the qualifying patient's primary caregiver or authorized purchaser during a fifteen-day (15) period.

5. Related Documents

SOP Discount Program

SOP Steady Supply

6. References

230-RICR-80-05-1.6.1 Medical Marijuana Program Tracking System

230-RICR-80-05-1.6.3 Permitted and Prohibited Sources of Marijuana; Contract Requirements; Sales and Transfers

230-RICR-80-05-1.6.4 Inventory Limit, Sources and Control

1. Purpose

Solar Therapeutics is committed to establishing policies and procedures to ensure the compliance of the Office of Cannabis Regulation within the Department of Business Regulation. Solar Therapeutics has developed a discount program centered around senior citizens, veterans, and verified financially hard shipped clients.

2. Definitions

Agent – means an agent of a marijuana establishment licensee including but not limited to "testing agents."

Authorized purchaser – means a natural person who is at least twenty-one (21) years old and who is registered with DOH for the purposes of assisting a qualifying patient in purchasing marijuana from a compassion center. An authorized purchaser may assist no more than one patient and is prohibited from consuming marijuana obtained for the use of the qualifying patient. An authorized purchaser shall be registered with DOH and shall possess a valid registry identification card.

Compassion Center: means a not-for-profit corporation, subject to the provisions of R.I. Gen. Laws Chapter 7-6, and is licensed under R.I. Gen. Laws § 21-28.6-12, that acquires, possesses, cultivates, manufactures, delivers, transfers, transports, supplies, or dispenses medical marijuana, and or related supplies and education materials, to patient cardholders and/or their registered caregiver, cardholder or authorized purchaser.

DBR – the Office of Cannabis Regulation within the Department of Business Regulation.

Medical Marijuana: means marijuana and marijuana products which satisfy the requirements of R.I. Gen. Laws Chapter 21-28.6 and have been given the designation of "medical marijuana" by DBR due to dose, potency, form or other characteristics. Medical marijuana products are only available for use by patient cardholders and may only be sold to or possessed by patient cardholders, or their registered caregiver, or authorized purchaser in accordance with the Act. Medical marijuana may not be sold to, possessed by, manufactured by, or used except as permitted under R.I. Gen. Laws Chapter 21-28.6 and any regulations promulgated thereunder.

"Medical marijuana program tracking system": means any system(s) designated by DBR and/or DOH designed and used to record and track all "seed to sale" activities and transactions which may include the use of unique identifiers. The Medical Marijuana Program Tracking System may also be used for registration, licensing, and tagging applications, renewals, change of information, and communications, as well as to record and/or report any other additional information directed by DBR and/or DOH.

Senior Citizen – A customer shows a valid government ID that they are 65 years or older.

Social Security Disability Income (SSDI) – SSDI is a Social Security program that pays monthly benefits to individuals who become disabled and unable to work prior to retirement age. Monthly benefits are based on how many years an individual worked and paid into the Social Security trust

fund. Individuals must have a medical condition that meets SSA's definition of disability. SSDI benefits are for those with a severe, long-term disability.

Supplemental Security Income (SSI) – The SSI program is a means-tested program which makes monthly payments to low-income people with limited resources who are 65 or older, or blind, or disabled persons (including children). The maximum payment in 2020 is $783.00/month.

Veteran – A customer that presents a DD Form 214 and/or a Veteran ID card.

2020-2021 Federal Poverty Guidelines (Contental United States)

Household Size	100% FPL Annual Gross	150% FPL Annual Gross	200% FPL Annual Gross	300% FPL Annual Gross
1	$12,760	$19,140	$25,520	$38,280
2	$17,240	$25,860	$34,480	$51,720
3	$21,720	$32,580	$43,440	$65,160
4	$26,200	$39,300	$52,400	$78,600
5	$30,680	$46,020	$61,360	$92,040
6	$35,160	$52,740	$70,320	$105,480
7	$39,640	$59,460	$79,280	$118,560
8	$44,120	$66,180	$88,240	$176,480

MedicarePlanFinder.com

3. Responsibilities

This SOP applies to all individuals who are Marijuana Establishment Agents or affiliated with Solar Therapeutics. Solar Therapeutics management will update SOP's as needed per regulation or other mandates. This SOP will be reviewed at a minimum annually.

4. Procedures

Solar Therapeutics will provide information to customers regarding the discount program in place.

1. Solar Therapeutics Customers may present information related to one of several programs in place; customers cannot stack discounts if they meet multiple program guidelines.

2. Solar Therapeutics has the following programs in place:
   a. Seniors receive 10% off all cannabis products. The client must present a valid ID to verify they are over 65 years of age.
   b. Veterans receive 20% off all cannabis. The client must present valid ID and documentation to meet discount requirements.
   c. SSDI or SSI receive 20% off all cannabis. The client must present valid ID and documentation to meet discount requirements.
3. The Agent will select the appropriate discount code in the POS system to allow for tracking of discounts.

4. Once a customer has qualified for one of the programs. The Agent will process the sales in the POS system and update customer record with verifiable documentation and/or ID's.

5. Related Documents

Sample of DD Form 214 US Military Veteran

SOP Products and Pricing

6. References

1. Purpose

Solar Therapeutics is committed to ensuring the cannabis purchased for resale is of high quality and free of any contamination, pesticides, and/or deficiencies received from authorized Compassion Centers. All marijuana products received are required to be tested by an independent laboratory before being released for distribution to Solar Therapeutics.

2. Definitions

Agent: means an agent of a marijuana establishment licensee including but not limited to "testing agents."

Authorized Purchaser: means a natural person who is at least twenty-one (21) years old and who is registered with DOH for the purposes of assisting a qualifying patient in purchasing marijuana from a compassion center. An authorized purchaser may assist no more than one patient and is prohibited from consuming marijuana obtained for the use of the qualifying patient. An authorized purchaser shall be registered with DOH and shall possesses a valid registry identification card.

Awareness: When an employee of the company has acquired information that reasonably suggests a reportable adverse event has occurred.

Cease and Desist Order: An order to stop or restrict operations, including, but not limited to, cultivation, product manufacturing, Transfer, sale, delivery, or testing, of Marijuana, Marijuana Products or Marijuana-infused Products by a Licensee or Registrant to protect the public health, safety or welfare.

Compassion Center: means a not-for-profit corporation, subject to the provisions of R.I. Gen. Laws Chapter 7-6, and is licensed under R.I. Gen. Laws § 21-28.6-12, that acquires, possesses, cultivates, manufactures, delivers, transfers, transports, supplies, or dispenses medical marijuana, and or related supplies and education materials, to patient cardholders and/or their registered caregiver, cardholder or authorized purchaser.

Compassion Center Cardholder: means a principal officer, board member, employee, volunteer, or agent of a compassion center who has registered with DBR and has been issued and possesses a valid registry identification card.

Complaint: Any written, electronic or oral communication that alleges deficiencies related to the identity, quality, durability, reliability, safety, effectiveness, or performance of a device or product after it is released for distribution.

Complainant: The person or consumer who notifies Solar Therapeutics of a complaint.

"DBR", "Department" or "Office": shall refer to the Office of Cannabis Regulation within the Rhode Island Department of Business Regulation or its successor agency.

"DBR Regulations": means these Regulations, the Rules and Regulations Related to the Medical Marijuana Program Administered by the Office of Cannabis Regulation at the Department of Business Regulation.

"Department of Public Safety" or "RISP": means the Rhode Island Department of Public Safety, Division of State Police, or its successor agency.

Information Report: Information Report: A report completed by Solar Therapeutics to document an event, suspicious activity, observation, or occurrence that is not serious that may or may not involve an employee, customer, visitor, and/or any other persons at Solar Therapeutics; however, should be internally reported. Information Reports will be numbered and maintained on file within the PowerDMS platform.

Known Allergen: Milk, egg, fish, crustacean shellfish, tree nuts, wheat, peanuts, and soybeans, or such other allergen identified by the DBR and RPS.

Medical Marijuana Program Tracking System: The electronic tracking system designated and required by the DBR to perform a process.

PowerDMS: A document control software that works to create a compliant solution by ensuring employees are up to date on current SOPs, training, and various other best practice documents that relate to state compliance.

Quarantine: means the storage and/or identification of marijuana, marijuana product, medical marijuana or medical marijuana product, to prevent distribution or transfer of the product, in a physically separate area clearly identified for such use or through other procedures as defined by DBR.

Removal of Product: An order issued against a Marijuana Establishment to remove and prohibit sales of categories of products, product types, specific product types or specific brands of products after notice and on a determination that the marijuana or marijuana product poses a substantial risk to the public health, safety or welfare including, but not limited to when the product is especially appealing to persons younger than 21 years old.

Seed-to-sale: means all medical marijuana program regulated activities and transactions from point of origin to the point of sale. Seed to sale activities and transactions include but are not limited to: all cultivation, harvest, processing, manufacturing, and packaging and labeling; all purchases, acquisitions or third party supply of marijuana; all sales and dispensing transactions; any other transfers of marijuana as permitted by the Act and any regulations promulgated thereunder; any instances of destruction of marijuana; and testing compliance tracking.

Serious Adverse Event (SAE): Any adverse event that results in death; is life-threatening or places the participant at immediate risk of death from the event as it occurred; requires or prolongs hospitalization; causes of persistent or significant disability or incapacity; results in congenital anomalies or birth defects; or is another condition which investigators judge to represent significant hazards.

Serious injury: An injury or illness that is life-threatening; results in permanent impairment of a body function or permanent damage to a body structure; or necessitates medical or surgical intervention to preclude permanent impairment of a body function or permanent damage to a body structure.

Usable Marijuana: means the leaves and flowers of the marijuana plant, and any mixture or preparation thereof, but does not include the sterilized seeds, stalks, and roots of the plant.

3. Responsibilities

This SOP applies to all individuals who are Agents or affiliated with Solar Therapeutics. Solar Therapeutics must document all complaints and responsible for training all Agents on handling the complaint process. Management will update the SOP as needed per regulation or other mandates. This SOP will be reviewed at a minimum annually.

4. Procedures

4.1. Complaints – Adverse Event.

1. If Solar Therapeutics Agent is notified by a Customer, either by phone or face-to-face, that they believe that they had a negative reaction adverse reaction to a product sold to them at Solar Therapeutics, the Agent will ask the customer to stand by so they can get the Manager or Representative to discuss the complaint.
2. The Manager will need to accomplish a Product Complaint Information Report and should be prepared to take notes.
3. The Manager will identify themselves to the customer, who is now identified as the Complainant in this SOP.
    a. Advise the Complainant that the DBR will be notified so notes will need to be taken for the report.
    b. Have the Complainant provide identification for the report, to include a phone number.
    c. Kindly request to discuss the nature of the complaint, the chain of events that took place right after purchasing the product from Solar Therapeutics, description of the experience, and if any other person(s) were involved.
    d. Make sure you find out what happened to the remainder of the product if any. If the Complainant returned some of the product(s), see SOP Cannabis Waste Disposal.
    e. If the Complainant received medical attention due to the adverse reaction, immediately contact the DBR for further guidance and be prepared for a possible recall.
    f. If no medical attention but the description of the adverse reaction was severe, notify the DBR for further guidance and be prepared for a possible recall.
4. The Manager will brief upper management, the Compliance Team, or both to initiate an investigation.

4.2. Solar Therapeutics Complaints.

1. If Solar Therapeutics Employee or Agent is notified, either by phone or face-to-face, that they have a complaint to report, they will be asked to stand by for a Manager or Representative to discuss the complaint.

2. The Manager will need to either accomplish an Information or an Information Report depending on the nature of the complaint and should be prepared to take notes.
    a. The Manager will identify themselves to the customer, who is now identified as the Complainant in this SOP.
    b. Kindly request to discuss the nature of the complaint, the chain of events that took place, and if any other person(s) were involved.
    c. Have the Complainant provide identification for the report, to include a phone number if possible so that they can be contacted if they want to know how the complainant was handled.
3. The Manager will brief upper management, the Compliance Team, or both to initiate an investigation.

4.3. Solar Therapeutics Investigations.

1. Solar Therapeutics will investigate all complaints and will report to the DBR if required due to the nature of the complaint.
2. ALL serious complaints regardless of marijuana being involved will be reported to the DBR Manager, upper-management, and/or Compliance Team will discuss the complaint.
    a. If the complaint is minor and can be corrected, the Manager will complete an Information Report that will remain on file in PowerDMS.
    b. If a complaint is an adverse event and/or other complaints that need to be reported, and an Information Report will be initiated in PowerDMS.

4.4. Information Report.

Adverse Event.

1. Notify the DBR and RISP as necessary, if the Complainant reported the reaction was severe and/or that medical attention was received because of the reaction of the marijuana and or marijuana product(s) in case of a possible recall.
2. Initiate an Information Report in PowerDMS.
3. Enter all the information provided by the Complainant to include the person(s) involved, date and time of the event, any other locations they may have identified, Solar Therapeutics videotape of when the Complainant purchased the product, who, what, when, where, and how?
4. Product information from the label.
    a. Batch or lot number.
    b. Expiration date.
    c. Purchase date.

5. Notify the grower and/or processor where cannabis was purchased.
   a. Request to promptly determine the batch number or lot number of the cannabis, the cannabis finished product, and cannabis concentrate that is the subject of the complaint; and
   b. Request grower and processor to investigate the record and circumstances of the production of the production of the batch and lot to determine:
      i. If there was a deviation from the standard operating procedure in the production of the cannabis by reviewing production logs; and
      ii. If the sample meets specification by submitting parts of the retention samples of the batch and lot to an independent testing laboratory.
6. Keep the DBR informed throughout the process as well as to conduct any actions Solar Therapeutics is requested by the DBR.
7. Continue to notify upper management throughout the process.
8. Designate the final status of the report and send a copy of the final report with all supporting documentation to the DBR.

4.5 Recalls

1. All marijuana products shall undergo and comply with all required testing as stated in the DOH Testing Regulations in order to be designated as medical and be offered for sale by Solar Therapeutics. Until the product is designated as medical or upon a recall of a medical product, all marijuana and marijuana products shall be quarantined in accordance with § 1.11 of the DBR Regulations.
2. DBR or DOH may require Solar Therapeutics to recall any marijuana or marijuana product that has been sold or transferred upon a finding that circumstances exist that pose a risk to public health, safety and welfare.
   i. Solar Therapeutics shall initiate the recall immediately as determined by the approved recall plan;
   ii. Solar Therapeutics shall comply with any additional instructions made by DBR.
3. A recall may be based on, without limitation, evidence that the marijuana, marijuana product, or medical marijuana product:
   a. Contains unauthorized pesticides;
   b. Failed a mandatory test and was not mitigated pursuant to testing protocols;
   c. Is contaminated or otherwise unfit for human use, consumption or application;
   d. Is not properly packaged or labeled;
   e. Was not cultivated, processed or manufactured by a licensee or otherwise is not in accordance with the Act, DBR regulations or DOH regulations; or

f. Otherwise poses a threat to a public health or safety as determined by DBR or DOH.

4. DBR may at any time require the destruction of medical marijuana product or marijuana product upon a finding that circumstances exist that pose a risk to public safety and health.
5. Solar Therapeutics shall promptly deal with recalls due to any action initiated at the request or order of DBR, and any voluntary action by a compassion center or licensed cultivator to remove defective or potentially defective medical marijuana or medical marijuana delivery devices from the market, as well as any action undertaken to promote public health and safety.

4.6 Emergency Notifications and Reports

1. Compassion Centers shall provide notification of emergency events to DBR and municipal and/or state law enforcement as outlined below.
2. Immediately upon discovery of the event, the Compassion Center shall provide telephone notification to the appropriate municipal and/or state law enforcement authorities and first responders regarding any of the following "emergency events":
    a. Theft or burglary or an attempt thereof;
    b. Any fire;
    c. A natural disaster that results in the destruction of or damage to medical marijuana or marijuana products;
    d. A failure of the security alarm system or video surveillance system, due to loss of electrical support, mechanical function, or otherwise, that is expected to exceed an eight (8) hour period;
    e. A security alarm activation; or
    f. Any other event which requires response by law enforcement or public safety personnel.
3. The Compassion Center shall provide e-mail notification to DBR immediately upon discovery of any data breach or cybersecurity threat to the Medical Marijuana Program Tracking System and immediately after notification to law enforcement/first responders of any other emergency event as defined above. A follow-up telephone notification to DBR shall be provided no later than the next business day.
4. The Compassion Center shall submit a follow-up written report to DBR within twenty-four (24) hours for each emergency event. The written report shall include, at a minimum, a

description of the event(s), identification of known or suspected cause(s) for the event(s), any corrective action(s) taken to prevent a recurrence, and the name, title, and signature of the individual preparing the report.

5. Any notification and report of an emergency event required to be made to DBR shall be made using the mailing address, telephone number, and/or e-mail address provided by DBR to the Compassion Center.
6. Upon written direction to the Compassion Center, DBR may require that the written and telephone notification and reporting must be replaced or supplemented by notifications and reporting through the Medical Marijuana Program Tracking System or any other electronic system or means DBR mandates the Compassion Center to utilize.

5. Related Documents

SOP Cannabis Waste Disposal

Information Report Log

6. References

230-RICR-80-05-11.6.5 Minimum Security Requirements; 230-RICR-80-05-1 1.6.6 Record-Keeping and Reporting; 1.11 Quarantined Marijuana Products, Retests, Remediation and Recalls; Code of Federal Regulations Title 21 CFR §211.198

1. Purpose

Solar Therapeutics shall ensure that all individuals' health information is properly protected while allowing the flow of health information needed to provide and promote high quality health care and to protect the public's health and well-being. All information relative to Solar Therapeutics is confidential and shall not be disclosed, unless as required under law or pursuant to an order from a court of competent jurisdiction. The Office of Cannabis Regulation or its successor agency may request this information to carry out official duties.

2. Definitions

"Act": means R.I. Gen. Laws Chapter 21-28.6 entitled, "The Edward O. Hawkins and Thomas C. Slater Medical Marijuana Act," as amended.

Compassion Center: means a not-for-profit corporation, subject to the provisions of R.I. Gen. Laws Chapter 7-6, and is licensed under R.I. Gen. Laws § 21-28.6-12, that acquires, possesses, cultivates, manufactures, delivers, transfers, transports, supplies, or dispenses medical marijuana, and or related supplies and education materials, to patient cardholders and/or their registered caregiver, cardholder or authorized purchaser.

"DBR", "Department" or "Office": shall refer to the Office of Cannabis Regulation within the Rhode Island Department of Business Regulation or its successor agency.

"Medical marijuana program tracking system": means any system(s) designated by DBR and/or DOH designed and used to record and track all "seed to sale" activities and transactions which may include the use of unique identifiers. The Medical Marijuana Program Tracking System may also be used for registration, licensing, and tagging applications, renewals, change of information, and communications, as well as to record and/or report any other additional information directed by DBR and/or DOH.

"RIGL": Rhode Island General Laws

3. Responsibilities

This SOP applies to all individuals who are Agents or affiliated with Solar Therapeutics. Management will update SOP as needed per regulation or other mandates. This SOP will be reviewed at a minimum annually.

4. Procedures

4.1. Patient Confidentiality.

1. All records maintained by Solar Therapeutics which pertain to one or more registered qualifying patients, registered primary caregivers or authorized purchasers shall be:

   a. Considered confidential health care information under applicable Rhode Island law; and

   b. Protected as health care information in accordance with the Federal Health Insurance

Portability and Accountability Act of 1996, as amended.

c. Out-of-state patient information shall be maintained confidentially in accordance with § 1.6.6(D)(2) of the regulations.

2. Solar Therapeutics shall ensure the confidentiality, integrity, and availability of all electronic protected health information.
3. The database administered by the DBH and DBR shall contain all Solar Therapeutics' transactions according to qualifying patients', authorized purchasers', and primary caregivers' registry identification numbers to protect the confidentiality of patient personal and medical information.
4. Solar Therapeutics will not have access to any applications or supporting information submitted by qualifying patients, authorized purchasers or primary caregivers.
5. The database shall be utilized only to ensure that a qualifying patient is not dispensed more than two and one-half ounces (2.5 oz.) of usable marijuana or its equivalent directly or through the qualifying patient's primary caregiver or authorized purchaser during a fifteen-day (15) period.
6. Applications and supporting information submitted by qualifying patients, including information regarding their primary caregivers are confidential and protected in accordance with the Act.
7. Any list(s) of the persons to whom DOH and/or DBR have issued registry identification card shall be maintained confidentially. Individual names and other identifying information on the list:
    i. Shall be confidential and not be considered a public record pursuant to R.I. Gen. Laws § 38-2-2(4); and
    ii. Shall not subject to disclosure, except to authorized employees of the DOH and DBR as necessary to perform official duties of the Departments and pursuant to the Act.

4.2. Patient Outreach Activities

1. Solar Therapeutics shall provide outreach activities to registered qualifying patients, registered primary caregivers, and authorized purchasers, including at a minimum:
    a. Providing each new registered qualifying patient who visits Solar Therapeutics with a frequently asked questions sheet that explains the limitations on the right to use medical marijuana under state law in accordance with R.I. Gen. Laws § 21-28.6-12(f)(9);
    b. a list of ingestion options for usable marijuana;

c. applicable usage techniques and any corresponding safety information to registered qualifying patients;

d. communicating potential side effects; and

e. upon the request of DOH and/or DBR, e-mailing or otherwise disseminating information to Solar Therapeutics clients regarding changes in the medical marijuana program, or disseminating customer surveys.

4.3. Patient Education

1. Solar Therapeutics shall have an adequate supply of current educational material available for distribution.
2. Educational materials will be available in common spoken language, which will include, but not be limited to appropriate materials for the visually- and hearing-impaired. Such materials shall be made available for inspection by the DBR upon request.
3. Additional education and outreach information will be made available and updated regularly on the Solar Therapeutics website.

4.4. Patient Counseling

1. Solar Therapeutics shall have agents with adequate knowledge of all the marijuana and marijuana infused products and services available at the Compassion Center so that they can properly counsel patients on the best available options for them.
2. Patient advisors will be made available for counseling in the Compassion Center to recommend product tailored to individual needs, treatment goals and personal preferences.
3. Patients can schedule appointments, call or walk-in for more in-depth discussions at the convenience of the patient.

5. Related Documents

SOP Recordkeeping Procedures

6. References

Summary of the HIPAA Privacy Rule | HHS.gov; R.I. Gen. Laws § 21-28.6-12(f)(9); Health Insurance Portability and Accountability Act of 1996 (HIPAA) | CDC; 1.9.4 Confidentiality Provisions; R.I. Gen. Laws § 38-2-2(4); 1.6.11 Required Patient Outreach Activities - Compassion Centers

1. Purpose

Solar Therapeutics is committed to establishing policies and procedures to ensure the compliance with the Office of Cannabis Regulations within the Rhode Island Department of Business Regulations. All refuse containing any part of cannabis or finished cannabis is known as "Green Waste." Handling of cannabis and cannabis-infused products that have been declared unusable or unrecognizable. Cannabis must be disposed of in a strictly monitored and regulated capacity. Different forms of cannabis waste include but are not limited to cannabis leaves, stems, unusable cannabis flowers, roots, spent soil, stalks, and any other part of the cannabis plant or finished cannabis-infused product. All cannabis waste shall be documented. All records maintained.

2. Definitions

"Act": means R.I. Gen. Laws Chapter 21-28.6 entitled, "The Edward O. Hawkins and Thomas C. Slater Medical Marijuana Act," as amended.

"Administrative Employee": An employee who does not handle or sell marijuana.

"Agent" – means an agent of a marijuana establishment licensee including but not limited to "testing agents."

"Cannabis" means all parts of the plant of the genus marijuana, also known as marijuana sativa L., whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin regardless of cannabinoid content or cannabinoid potency including "marijuana," and "industrial hemp" or "industrial hemp products" which satisfy the requirements of R.I. Gen. Laws Chapter 2-26.

"Compassion center" – means a not-for-profit corporation, subject to the provisions of R.I. Gen. Laws Chapter 7-6, and is licensed under R.I. Gen. Laws § 21-28.6-12, that acquires, possesses, cultivates, manufactures, delivers, transfers, transports, supplies, or dispenses medical marijuana, and or related supplies and education materials, to patients, cardholders and/or their registered caregiver, cardholder or authorized purchaser.

"DEM" means the Rhode Island Department of Environmental Management or its successor agency.

"DBR," "Department" or "Office" – shall refer to the Office of Cannabis Regulation within the Rhode Island Department of Business Regulation or its successor agency.

"DBR Regulations": means the Regulations, the Rules and Regulations Related to the Medical Marijuana Program Administered by the Office of Cannabis Regulation at the Department of Business Regulation.

"DOH" – means the Rhode Island Department of Health or its successor agency.

"Green Waste": Unused, surplus, returned, or out of date cannabis, recalled cannabis, and any plant debris, including dead plants, all unused plant parts, and roots.

"Medical Marijuana" – means marijuana and marijuana products which satisfy the requirements of R.I. Gen. Laws Chapter 21-28.6 and have been given the designation of "medical marijuana" by DBR due to dose, potency, form or other characteristic. Medical marijuana products are only available for use by patient cardholders and may only be sold to or possessed by patient cardholders, or their registered caregiver, or authorized purchaser in accordance with the Act. Medical marijuana may not be sold to, possessed by, manufactured by, or used except as permitted under R.I. Gen. Laws Chapter 21-28.6 and any regulations promulgated thereunder.

"RIGL": Rhode Island General Laws

"Usable Marijuana": means the leaves and flowers of the marijuana plant, and any mixture or preparation thereof, but does not include the sterilized seeds, stalks, and roots of the plant.

3. Responsibilities

This SOP applies to all individuals who are Agents or affiliated with Solar Therapeutics. Solar Therapeutics management will update SOP's as needed per regulation or other mandates. This SOP will be reviewed at a minimum annually.

4. Procedures

4.1. Safe Disposal of Medical Marijuana Waste and Safe Destruction of Usable Medical Marijuana Generally.

1. Marijuana and marijuana product waste (including all liquid, chemical, hazardous, pesticide, manufacturing solvent and chemical waste containing any traces of marijuana) must be stored, secured, and managed in accordance with all applicable federal, state, and local statutes, regulations, ordinances, or other legal requirements.
2. Prior to disposal, marijuana and marijuana waste product must be made unusable and any marijuana plant material made indistinguishable from other plant material. This may be accomplished by grinding and incorporating the marijuana plant waste with other non-consumable solid waste or other ground materials, so the resulting mixture is at least fifty percent non-marijuana waste b volume. Other methods to render marijuana waste unusable must be approved by DBR before implementing. Marijuana waste rendered unusable following an approved method may be delivered to a licensed solid waste disposal facility in Rhode Island for final disposition or disposed of in an alternative manner approved by DBR.
3. Destruction of marijuana and marijuana materials other than waste generated in the regular course of processing and/or manufacturing (such as destruction of whole plants, wet, or usable marijuana that are found to be in excess of statutory possession limits or destruction of a contaminated batch of medical marijuana product) shall be in a manner acceptable to DBR, which may include consultation with law enforcement.

4. Destruction of marijuana and marijuana materials upon revocation or abandonment of the license shall be specifically governed by DBR order or agreement and/or coordinated efforts with law enforcement.
5. The Compassion Center must maintain accurate and comprehensive records regarding waste material that accounts for, reconciles, and evidences all waste activity related to the disposal of marijuana and marijuana products (including any waste material produced through the trimming or pruning of a marijuana plant prior to harvest). DBR may mandate storage of any such records or summaries of such records to be through the Medical Marijuana Program Tracking System or any other electronic system DBR designates.
6. All actions in compliance with 230-RICR-80-05-1.6.16 must comply with any applicable Department of Environmental Management law, regulations, or policies.

5. Related Documents

SOP Complaints

SOP Seed to Sale

6. References

230-RICR-80-05-1.6.16

1. Purpose

Solar Therapeutics is committed to establishing policies and procedures to ensure the compliance of the Office of Cannabis Regulation within the Department of Business Regulation. Solar Therapeutics is committed to implementing processes and procedures that will mitigate the impact to the surrounding community including odor mitigation, traffic control and visibility of marijuana products from outside the marijuana establishment.

2. Definitions

"Compassion center" means a not-for-profit corporation, subject to the provisions of R.I. Gen. Laws Chapter 7-6, and is licensed under R.I. Gen. Laws § 21-28.6-12, that acquires, possesses, cultivates, manufactures, delivers, transfers, transports, supplies, or dispenses medical marijuana, and or related supplies and education materials, to patient cardholders and/or their registered caregiver, cardholder or authorized purchaser.

"DBR," "Department" or "Office" means the Office of Cannabis Regulation within the Rhode Island Department of Business Regulation or its successor agency.

"Medical Marijuana Product" Marijuana and derivatives of Marijuana, whether inhaled or ingested, which satisfy the requirements of R.I. Gen. Laws Chapter 21-28.6 and have been given the designation of "medical marijuana" by DBR due to dose, potency, form or other characteristics. Medical marijuana products are only available for use by patient cardholders and may only be sold to or possessed by patient cardholders, or their registered caregiver, or authorized purchaser in accordance with the Act. Medical marijuana products may not be sold to, possessed by, manufactured by, or used except as permitted under R.I. Gen. Laws Chapter 21-28.6 and any regulations promulgated thereunder.

3. Responsibilities

This SOP applies to all individuals who are Agents or affiliated with Solar Therapeutics. Solar Therapeutics management will update SOP's as needed per regulation or other mandates. This SOP will be reviewed at a minimum annually.

4. Procedures

4.1 Ventilation

1. The Compassion Center will install ventilation and filtration systems to ensure the smell of marijuana is being eliminated and does not exit the interior of the Compassion Center to the surrounding community as required by 230-RICR-80-05-1.6.14(A).
2. The ventilation and filtration systems will also be used to maintain the quality of air within the Compassion Center and eliminate excess moisture to help mitigate and/or prevent mold.

3. The ventilation and filtration system will be installed throughout the Compassion Center in the vault, storage areas, retail areas and employee areas to ensure no location is left uncontrolled.

3. All installed ventilation and filtration systems will comply with local and state building codes and ordinances and will be inspected and approved by local authorities prior to opening.

4.2 Windows

1. The Compassion Center will install blackened or frosted windows in order to prevent the viewing of medical marijuana products from outside the Compassion Center.
2. No medical marijuana products will be advertised, or samples shown in any outside facing window.

4.3 Standoff

1. The Compassion Center will not be located directly adjacent to well used avenues of foot or vehicle traffic to prevent an individual walking by from peering into the establishment.

4.4 Trash Receptacle

1. Any outdoor trash receptacle will be fenced off and locked to prevent the public from access.

4.5 Traffic Control

1. A traffic control study will be conducted in accordance with local ordinance in order to determine the impact the Compassion Center will have on the normal flow of traffic.
2. As a result of that study the Compassion Center will implement policies that will address any impediment to the flow of traffic to include but not limited to paying the local authorities for a uniformed patrol officer to help mitigate traffic.

5. Related Documents

6. References

230-RICR-80-05-1.6.14(A).

1. Purpose

Solar Therapeutics policy outlines permitted and prohibited practices for marketing and advertising of medical marijuana and medical marijuana-related products.

2. Definitions

Advertising: means the act or practice of calling public attention to one's product or service.

Authorized purchaser: means a natural person who is at least twenty-one (21) years old and who is registered with DOH for the purposes of assisting a qualifying patient in purchasing marijuana from a compassion center. An authorized purchaser may assist no more than one patient and is prohibited from consuming marijuana obtained for the use of the qualifying patient. An authorized purchaser shall be registered with DOH and shall possesses a valid registry identification card.

"DBR," "Department" or "Office": shall refer to the Office of Cannabis Regulation within the Rhode Island Department of Business Regulation or its successor agency.

"DBR regulations": means these Regulations, the Rules and Regulations Related to the Medical Marijuana Program Administered by the Office of Cannabis Regulation at the Department of Business Regulation.

Marijuana: means all parts of the plant cannabis sativa L., whether growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin, but shall not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of mature stalks, (except the resin extracted from it), fiber, oil or cake, or the sterilized seed from the plant which is incapable of germination. Marijuana shall not include hemp as defined in R.I. Gen. Laws § 2-26-3.

Marijuana infused products: means product infused with medical marijuana or an extract of medical marijuana that is intended for use or consumption other than by smoking or vaping, including but not limited to ingestible and edible products.

1. "Medical edibles" or "Edible" means any product consumed orally that is not otherwise considered an ingestible and is approved for sale by DBR.
2. "Medical ingestible" or "Ingestible" means any topical, transdermal patch, tincture, capsule or other non-edible product approved for sale by DBR.

Medical Marijuana: means marijuana and marijuana products which satisfy the requirements of R.I. Gen. Laws Chapter 21-28.6 and have been given the designation of "medical marijuana" by DBR due to dose, potency, form or other characteristic. Medical marijuana products are only available for use by patient cardholders and may only be sold to or possessed by patient cardholders, or their registered caregiver, or authorized purchaser in accordance with the Act. Medical marijuana may not be sold to, possessed by, manufactured by, or used except as permitted under R.I. Gen. Laws Chapter 21-28.6 and any regulations promulgated thereunder.

Print media: means any publication made physically available.

Radio: means a system for transmitting sound without visual images, and includes broadcast, cable, on-demand, satellite or internet programming. Radio includes any audio programming downloaded or streamed via the internet such as podcasts.

Television: means a system for transmitting visual images and sound that are reproduced on screens, and includes broadcast, cable, on-demand, satellite, or internet programming. Television includes any video programming downloaded or streamed via the internet.

3. Responsibilities

This SOP applies to all individuals who are Agents or affiliated with Solar Therapeutics. Solar Therapeutics management will update SOPs as needed per regulation or other mandates. This SOP will be reviewed at a minimum annually.

4. Policy

4.1. Permitted Marketing and Advertising.

1. Solar Therapeutics may not advertise in a manner which is observed by or targets the general public. All advertising must be restricted to a registered patient audience.
2. In the course of promoting the Solar Therapeutics brand, medical marijuana or medical marijuana products, Solar Therapeutics may not advertise or cause any advertising or agent to advertise in a manner that:
    a. Is attractive to persons under twenty-one (2) years of age;
    b. Promotes non-medical use
    c. Promotes activity that is illegal under Rhode Island law;
    d. Is contrary to or in direct violation of state or federal consumer protections; or
    e. Otherwise presents a significant risk to public health and safety.
3. Any advertising by or on behalf of Solar Therapeutics shall not:
    a. Contain statements that are deceptive, false or misleading;
    b. Display images or representations of marijuana plants, marijuana or marijuana products;
    c. Display the consumption, use or transfer of marijuana or marijuana products;
    d. Include claims related to potency (beyond listing of cannabinoid content);
    e. Include any prices or the term "sale," "discount," "coupon," "special" or similar terms;
    f. Depict activities or persons in conditions under the influence of marijuana, including but not limited to operating a motorized vehicle, boat or machinery, or persons who are pregnant or breastfeeding;

g. Contain any content that can reasonably be considered to target individuals under the age of twenty-one (21), including but not limited to images of persons under twenty-one (21) years of age, cartoons, toys or similar images and items typically marketed towards persons under twenty-one (21) years of age or references to product that are commonly associated with persons under twenty-one (21) years of age or marketed to persons under twenty-one (21) years of age;

h. Contain any limitation of candy advertising;

i. Include the term "candy" or "candies";

j. Encourage the transportation of marijuana or marijuana products across state lines or otherwise encourage illegal activity;

k. Assert that marijuana or marijuana products are safe because they are regulated by DBR or have been tested by a testing facility or otherwise make claims that any government agency endorses or supports marijuana;

l. Make claims that marijuana has curative or therapeutics effects;

m. Contain any health or physical benefit claims, including but not limited to health or physical benefit claims on labels or packaging; or

n. Contain material that encourages excessive or rapid consumption.

4. Solar Therapeutics shall not:

a. Make any deceptive, false or misleading assertions or statements on any informational material, any sign or any document provided to a patient, registered caregiver or authorized purchaser;

b. Distribute handbills in public areas or on publicly owned property;

c. Advertise within the prohibited distance of one thousand (1,000) feet (or such greater distance if prescribed by the municipality in which the advertising is located) of the property line of an existing public or private school;

d. Advertise on television, radio, or print media;

e. Advertise in any manner that is viewable or can otherwise be perceived in a public space, including but not limited to billboards, bus wraps, benches, adopt a highway signs, or any format that may be viewable from roads or walkaways;

f. Engage in advertising via marketing directed towards location-based devices or electronic devices, including but not limited to cellular phones, unless the marketing is a mobile device application targeted to a registered patient audience and not a

public audience, and that is installed on the device by the owner of the device who is a registered patient and includes a permanent and easy opt-out feature;

g. Engage in any form of advertising which promotes application or enrollment into the program or the services of the practitioner or any other party which facilitates patient registration; or

h. Permit use of the licensee's trademarks, brands, names, locations or other distinguishing characteristics for third-party use on advertising in a manner that does not comply with 1.10 of the Regulations or any other statute, rule or regulation.

4.2. Digital, Electronic and Web-based Advertising

1. In addition to complying with the advertisement criteria and prohibitions outlined above, any advertising on a digital, electronic or web-based platform must:

   i. Utilize appropriate measures to ensure that individuals visiting the platform are over twenty-one (21) years of age and are authorized to use and/or purchase listed products. If appropriate measures to ensure that individuals visiting the platform are over twenty-one (21) years of age are not available, the licensee shall not advertise on such a platform.

   ii. Not utilize unsolicited pop-up or banner advertising on the platform other than on age-restricted websites for people twenty-one (21) years of age and over who consent to view marijuana-related material.

4.3. Required Statements on all Advertising

1. Solar Therapeutics must include the following statements on all advertising regardless of the medium:

   i. "For use only by qualified patients"; and
   ii. The licensee number of the licensee.

4.4 Objectional and Non-Conforming Advertising

1. DBR reserves the right to take action, including the use of enforcement measures, against Solar Therapeutics if said licensee fails to comply with the advertising provisions within 1.11 of the Regulations, including, without limitation, specifying a period of time by which the licensee shall cease the non-compliant advertising and remove any advertising still being published or displayed.

5. Related Documents

SOP Products and Pricing

6. References

230-RICR-80-05-1 1.10 Advertising

21-28.6-6 (state.ri.us);

21-28.6-12 (state.ri.us)

1. Purpose

Solar Therapeutics is committed to establishing policies and procedures to ensure the compliance of the Office of Cannabis Regulation within the Rhode Island Department of Business Regulation. Solar Therapeutics is responsible for ensuring that all employees, agents, and volunteers are adequately trained in procedures and policies relating to patient confidentiality, medical marijuana use, out-of-state patient transactions, security measures and controls, use of the Medical Marijuana Program Tracking System, and emergency response.

2. Definitions

"Act": means R.I. Gen. Laws Chapter 21-28.6 entitled, "The Edward O. Hawkins and Thomas C. Slater Medical Marijuana Act," as amended.

Agent – means an agent of a marijuana establishment licensee including but not limited to "testing agents."

Compassion Center: means a not-for-profit corporation, subject to the provisions of R.I. Gen. Laws Chapter 7-6, and is licensed under R.I. Gen. Laws § 21-28.6-12, that acquires, possesses, cultivates, manufactures, delivers, transfers, transports, supplies, or dispenses medical marijuana, and or related supplies and education materials, to patient cardholders and/or their registered caregiver, cardholder or authorized purchaser.

"DBR", "Department" or "Office": shall refer to the Office of Cannabis Regulation within the Rhode Island Department of Business Regulation or its successor agency.

"Medical marijuana program tracking system": means any system(s) designated by DBR and/or DOH designed and used to record and track all "seed to sale" activities and transactions which may include the use of unique identifiers. The Medical Marijuana Program Tracking System may also be used for registration, licensing, and tagging applications, renewals, change of information, and communications, as well as to record and/or report any other additional information directed by DBR and/or DOH.

Other Jurisdictions: The United States, another state, or foreign jurisdiction, or a military, territorial or Native American tribal authority.

"RIGL": Rhode Island General Laws.

"Volunteer": is a registration that only applies to compassion centers and shall be limited to compassion center persons whose volunteer activities and use of compassion center resources is strictly limited to participation in educational programming conducted for compassion center cardholders and registered qualifying patients, primary caregivers, and authorized purchasers. Volunteers shall not be permitted to be otherwise involved in the growth, cultivation, weighing, packaging or labeling, manufacturing, processing, dispending or sale of medical marijuana.

3. Responsibilities

This SOP applies to all individuals who are Agents or affiliated with Solar Therapeutics. Solar Therapeutics management will update SOP's as needed per regulation or other mandates. This SOP will be reviewed at a minimum annually.

4. Procedures

4.1. Solar Therapeutics Requirements.

1. Solar Therapeutics shall ensure that all Agents complete training prior to performing job functions.
2. Training shall be tailored to the roles and responsibilities of the job function of each Agent.
3. At a minimum, staff shall receive eight hours of on-going training annually.
4. A personnel record for each Solar Therapeutics Agent and volunteer position will be created with a job description, as well as organizational charts consistent with their job description.
5. Upon employment, all SOPs will be reviewed and acknowledged by all Agents.
6. Upon the completion of a training session, each Solar Therapeutics Agent shall sign a statement indicating the date, time, and place the Agent received the training and topics discussed, including name and title of presenters.

4.2. All Solar Therapeutics Agents will receive a login to PowerDMS, the compliance platform where all SOPs, policies, forms, and training content will be housed. Solar Therapeutics Agents shall receive training on the following:

1. Patient Confidentiality
   a. All Solar Therapeutics Agents working at the Compassion Center shall have attended and completed a Patient Confidentiality Training Program to begin work at the Compassion Center.
   b. The Patient Confidentiality Training Program shall train Agents on professional conduct, ethics, and state and federal laws regarding patient confidentiality.
   c. The Patient Confidentiality Training Program will highlight that records maintained by Solar Therapeutics which pertain to one or more registered quality patients, registered primary caregivers or authorized purchasers shall be considered confidential health care information under Rhode Island law, protected as health care information in accordance with the Federal Health Insurance Portability and Accountability Act of 1996, and that out-of-state patient information shall be maintained confidentially in accordance with § 1.6.6(D)(2) of the regulations.
2. Information Development in Medical Marijuana Field

a. All Solar Therapeutics Agents shall be required to attend an annual training regarding informational developments in the field of medical use of marijuana.

3. Policies and Procedures for Out-of-State Patient Cardholders

a. All Solar Therapeutics Agents shall be required to attend a training regarding sales to out-of-state patient cardholders in accordance with R.I. Gen. Laws § 21-28.6-4(o).

b. The out-of-state patient cardholder training shall cover the process of reviewing that the patient has a valid medical marijuana card, or its equivalent, which has been issued by the applicable regulating authority for the medical marijuana program of the issuing U.S. state/jurisdiction/territory, along with reviewing that the patient also has a valid government issued identification matching the name on their medical marijuana card.

c. The training shall also cover the procedure for having the out-of-state patient complete an intake form which includes at minimum the home state card registration number or if the home state registration number is not available, a unique identifier assigned by the Compassion Center.

d. The training will include the procedure for logging and tracking all transactions with each out-of-state patient cardholder in the Medical Marijuana Program Tracking System according to the issuing state's patient card registration number or the unique identifier assigned to that patient by the Compassion Center.

e. The training will instruct Solar Therapeutics Agents to provide each out-of-state patient cardholder with a notice regarding the requirements and prohibitions under the Act and any regulations promulgated thereunder that apply to dispensing and use of medical marijuana within the State of Rhode Island.

4. Security Measures and Policies

5. Threatening Event

a. Armed robbery;

b. Burglary; and

c. Any other criminal incident.

6. Medical Marijuana Tracking System

a. All Solar Therapeutics Agents shall complete a training on the system designated by DBR and/or DOH designed and used to record and track all "seed to sale" activities and transactions which may include the use of unique identifiers.

5. Related Documents

Confidentiality Policy

Security Plan

SOP Seed-to-Sale

6. References

230-RICR-80-05-1.6.12 Required Employee, Agent, and Volunteer Training

1. Purpose

Solar Therapeutics commits to an Alcohol, Smoke, and Drug-Free Workplace. Alcohol and drug abuse pose a threat to the health and safety of Solar Therapeutics employees and the security of the company's equipment and facilities. Solar Therapeutics is committed to the elimination of drug and alcohol use and abuse in the workplace. Solar Therapeutics is also committed to advising its employees of the Division of Behavioral Healthcare Services (DBH) to seek guidance for the prevention, intervention, treatment, and recovery support for substance addiction.

2. Definitions

Agent: means an agent of a marijuana establishment licensee including but not limited to "testing agents."

Authorized Purchaser: means a natural person who is at least twenty-one (21) years old and who is registered with DOH for the purposes of assisting a qualifying patient in purchasing marijuana from a compassion center. An authorized purchaser may assist no more than one patient and is prohibited from consuming marijuana obtained for the use of the qualifying patient. An authorized purchaser shall be registered with DOH and shall possesses a valid registry identification card.

Cannabis: means all parts of the plant of the genus marijuana, also known as marijuana sativa L., whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin regardless of cannabinoid content or cannabinoid potency including "marijuana," and "industrial hemp" or "industrial hemp products" which satisfy the requirements of R.I. Gen. Laws Chapter 2-26.

"Cardholder": means a person who has been registered or licensed with DOH or DBR pursuant to the Act and possesses a valid registry identification card or license. As used in this regulation, "cardholder" includes:

a. A registered primary caregiver, or

b. A person registered with DBR as a principal officer, board member, employee, volunteer, or agent of a compassion center, licensed medical marijuana cultivator, cannabis testing lab or any other DBR medical marijuana licensee.

Compassion Center: means a not-for-profit corporation, subject to the provisions of R.I. Gen. Laws Chapter 7-6, and is licensed under R.I. Gen. Laws § 21-28.6-12, that acquires, possesses, cultivates, manufactures, delivers, transfers, transports, supplies, or dispenses medical marijuana, and or related supplies and education materials, to patient cardholders and/or their registered caregiver, cardholder or authorized purchaser.

Compassion Center Cardholder: means a principal officer, board member, employee, volunteer, or agent of a compassion center who has registered with DBR and has been issued and possesses a valid registry identification card.

Drugs and Alcohol: Employees are not allowed to be intoxicated, possess or use legal or illegal

drugs or alcohol at Solar Therapeutics.

"DBR", "Department", or "Office": shall refer to the Office of Cannabis Regulation within the Rhode Island Department of Business Regulation or its successor agency.

Illegal drug: A substance whose use or possession is controlled by federal law, but that is not being used or possessed under the supervision of licensed health care professionals. Special Exceptions apply to medical cannabis so long as the employee has a current, valid prescription from a state with an operational medical marijuana program. (Controlled substances are listed in Schedules I-V of 21 C.F.R. Part 1308.)

Marijuana : means all parts of the plant cannabis sativa L., whether growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin, but shall not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of mature stalks, (except the resin extracted from it), fiber, oil or cake, or the sterilized seed from the plant which is incapable of germination. Marijuana shall not include hemp as defined in R.I. Gen. Laws § 2-26-3. Marijuana sub-categories include but are not limited to:

a. "Mature marijuana plant" means a marijuana plant that has flowers or buds that are readily observable by an unaided visual examination.
b. "Immature marijuana plant" means a marijuana plant, rooted or unrooted with no observable flowers or buds.
c. "Plant" means collectively or independently "mature marijuana plants" and/or "immature marijuana plants" as the context requires.
d. "Unusable marijuana" means marijuana seeds, stalks, unusable roots and shall not count towards any weight-based possession limits established in the Act.
e. "Usable marijuana" means the leaves and flowers of the marijuana plant, and any mixture or preparation thereof, but does not include the sterilized seeds, stalks, and roots of the plant.
f. "Dried marijuana" means the leaves and flowers of the marijuana plant after the wet harvested leaves and flowers of the marijuana plant have undergone the drying process and may be capable of combustion.
    1) A batch of dried marijuana means marijuana that is cultivated utilizing the same growing practices, harvested within a 72-hour period at the same location and cured under uniform conditions.
    2) A batch of dried marijuana shall not exceed 10 pounds for the purpose of sampling for required testing and shall not consist of more than one strain, cultivars, or genetic composition.
g. "Wet marijuana" means the harvested leaves and flowers of the marijuana plant before they have reached a dry state. Pursuant to § 1.14 of this Part, marijuana that has been dried and shall be assumed to have yielded twenty percent (20%) of the weight of the wet marijuana.

Marijuana-Infused Product: means product infused with medical marijuana or an extract of medical marijuana that is intended for use or consumption other than by smoking or vaping, including but not limited to ingestible and edible products.

1) "Medical edibles" or "Edible" means any product consumed orally that is not otherwise considered an ingestible and is approved for sale by DBR.
2) "Medical ingestible" or "Ingestible" means any topical, transdermal patch, tincture, capsule or other non-edible product approved for sale by DBR.

Other Jurisdictions: The United States, another state, or foreign jurisdiction, or a military, territorial or Native American tribal authority.

Refuse to cooperate: To obstruct the collection or testing process; to submit an altered, adulterated or substitute sample; to fail to show up for a scheduled test; to refuse to complete the requested drug testing forms; or to fail to promptly provide a specimen for testing when directed to do so, without a valid medical basis for the failure. Employees who leave the scene of an accident without justifiable explanation before submission to drug and alcohol testing will also be considered to have refused to cooperate and will automatically be subject to discharge.

Registry Identification Card: means a document issued by DOH or DBR, as applicable, that identifies a person as a registered qualifying patient, a registered primary caregiver, or authorized purchaser, or a document issued by DBR or DOH that identifies a person as a registered principal officer, board member, employee, volunteer, or agent of a compassion center, licensed medical marijuana cultivator, cannabis testing lab or any other marijuana establishment licensee.

Smoking: Smoking includes the lighting of a cigar, cigarette, pipe or other tobacco product or possessing a lighted cigar, cigarette, pipe or other tobacco or non-tobacco product designed to be combusted and inhaled. Smoking shall be prohibited in workplaces, workspaces, common work areas, offices, hallways, employee lounges, staircases, restrooms.

Under the influence of alcohol: An alcohol concentration equal to or greater than .04, or actions, appearance, speech or body odor that reasonably cause a supervisor to conclude that an employee is impaired because of alcohol use.

Under the influence of drugs: This is a confirmed positive test result for illegal drug use per this policy. Also, it means the misuse of legal drugs (prescription and possibly OTC) when there is not a valid prescription from a physician for the lawful use of a drug in the course of medical treatment (containers must include the patient's name, the name of the substance, quantity/amount to be taken and the period of authorization).

3. Responsibilities

This Policy applies to all employees or individuals affiliated with Solar Therapeutics, whether paid or unpaid, in violation of this policy can be immediately terminated. Solar Therapeutics will update this Policy as needed per regulation change, other mandates, and will be reviewed at a minimum annually.

4. Policy

Employees should report to work fit for duty and free of any adverse effects of illegal drugs or alcohol. This policy does not prohibit employees from the lawful use and possession of prescribed medications including medical marijuana given the employee has a current, valid prescription, from a state with an operational medical marijuana program.

However, the consumption of medical marijuana in **any** form, on any Solar Therapeutics premises, vehicle or property is **strictly prohibited**. Employees must, however, consult with their doctors about the medications' effect on their fitness for duty and ability to work safely, and they must promptly disclose any work restrictions to their supervisor.

Employees should not, however, disclose to Solar Therapeutics underlying medical conditions unless directed to do so.

4.1. Work Rules.

1. Whenever employees are working, operating any Solar Therapeutics vehicle, or are present on the Solar Therapeutics premises they are prohibited from the following:
   a. Using, possessing, buying, selling, manufacturing or dispensing an illegal drug (to include possession of drug paraphernalia).
   b. Being under the influence of alcohol or an illegal drug as defined in this policy.
   c. Possessing or consuming alcohol.
2. Solar Therapeutics will also not allow employees to perform their duties while taking prescribed drugs that are adversely affecting their ability to safely and effectively perform their job duties. Employees taking prescribed medication must carry it in the container labeled by a licensed pharmacist/dispensary or be prepared to produce it if asked.
3. Any illegal drugs or drug paraphernalia will be turned over to an appropriate law enforcement agency and may result in criminal prosecution. Consideration will be given to those who test positive for marijuana due to recreational legalization.

4.2. Pre-employment.

1. All applicants may be subject to a drug test before beginning work or receiving an offer of employment.
2. Refusal to submit to testing will result in disqualification of further employment consideration.
3. Consideration will be given to those who test positive for marijuana due to recreational legalization, however use of marijuana or intoxication on Solar Therapeutics premise is prohibited.

4.3. Reasonable Suspicion.

1. Employees are subject to testing based on (but not limited to) observations by the supervision of apparent workplace use, possession or impairment.
2. A Member of the management team should be consulted before sending an employee for testing.

4.4. Post-accident.

1. Employees are subject to testing when they cause or contribute to accidents that seriously damage a Solar Therapeutics vehicle, machinery, equipment or property or result in an injury to themselves or another employee requiring offsite medical attention in which there is a reasonable basis for concluding that drug use could have contributed to the incident.
2. A circumstance that constitutes probable belief will be presumed to arise in any instance involving a work-related accident or injury in which an employee who was operating a motorized vehicle is found to be responsible for causing the accident.
3. In any of these instances, the investigation and subsequent testing must take place within two hours following the accident, if not sooner.

4.5. Follow-up.

1. Employees who have tested positive, or otherwise violated this policy, are subject to discipline, up to and including termination.
2. Depending on the circumstances and the employee's work history/record, Solar Therapeutics may offer an employee who violates this policy or tests positive the opportunity to return to work on a basis under mutually agreeable terms, which could include follow-up drug testing at times and frequencies determined by Solar Therapeutics for a minimum of six months but not more than one year as well as a waiver of the right to contest any termination resulting from a subsequent positive test.
3. If the employee either does not complete the rehabilitation program or tests positive after completing the rehabilitation program, the employee will be subject to immediate discharge from employment.

4.6. Collection and Testing Procedures.

1. Employees subject to alcohol testing should be driven to a Solar Therapeutics designated facility and directed to provide breath specimens.
   a. Breath specimens should be tested by trained technicians using federally approved breath alcohol testing devices capable of producing printed results that identify the employee.
   b. If an employee's breath alcohol concentration is .04 or more, a second breath specimen should be tested approximately 20 minutes later.
   c. The results of the second test should be determinative.

d. Alcohol tests may, however, be a breath, blood or saliva test, at the company's discretion. For purposes of this policy, test results generated by law enforcement or medical providers may be considered by the company as work rule violations.

2. Applicants and employees subject to drug testing should be sent to a Solar Therapeutics designated medical facility and directed to provide urine specimens.
3. Applicants and employees may provide specimens in private unless they appear to be submitting altered, adulterated or substitute specimens.
4. Collected specimens should be sent to a federally certified laboratory and tested for evidence of marijuana, cocaine, opiates, amphetamines, PCP, benzodiazepines, methadone, methaqualone, and propoxyphene use.
5. The laboratory should screen all specimens and confirm all positive screens. There must be a chain of custody from the time specimens are collected through testing and storage.

4.7. Consequences.

1. Applicants who refuse to cooperate in a drug test or who test positive will not be hired and will not be allowed to reapply/retest in the future.
2. Employees who refuse to cooperate in required tests or who use, possess, buy, sell, manufacture or dispense an illegal drug in violation of this policy will be terminated.
3. The first time an employee tests positive for alcohol or illegal drug use under this policy, the result will be discipline up to and including termination.
4. Employees will be paid for time spent in alcohol or drug testing and then suspended pending the results of the drug or alcohol test.
5. After the results of the test are received, a date and time will be scheduled to discuss the results of the test; this meeting will include a member of the management team.
6. Should the results prove to be negative, the employee will receive back pay for the times/days of suspension.

4.8. Confidentiality.

1. Information and records relating to positive test results, drug and alcohol dependencies, and legitimate medical explanations provided should be kept confidential to the extent required by law and maintained in secure files separate from normal personnel files.
2. Such records and information may be disclosed among managers and supervisors on a need-to-know basis and may also be disclosed when relevant to a grievance, charge, claim or other legal proceeding initiated by or on behalf of an employee or applicant.

4.9. Inspections.

1. Solar Therapeutics reserves the right to inspect all portions of its premises for drugs, alcohol or other contraband.

2. All employees, contract employees, and visitors may be asked to cooperate in inspections of their persons, work areas and property that might conceal a drug, alcohol or other contraband.
3. Employees who possess such contraband or refuse to cooperate in such inspections are subject to appropriate discipline, up to and including discharge.

4.10. Crimes Involving Drugs.

1. Solar Therapeutics prohibits all employees from manufacturing, distributing, dispensing, possessing or using an illegal drug in or on company premises or while conducting company business.
2. Solar Therapeutics employees are also prohibited from misusing legally prescribed or over the counter (OTC) drugs. Law enforcement personnel should be notified, as appropriate, when criminal activity is suspected.
3. Solar Therapeutics does not desire to intrude into the private lives of its employees but recognizes that employees' off-the-job involvement with drugs and alcohol may have an impact on the workplace. Therefore, Solar Therapeutics reserves the right to take appropriate disciplinary action for drug use, sale or distribution while off company premises.
4. All employees who are convicted of, plead guilty to or are sentenced for a crime involving an illegal drug are required to report the conviction, plea or sentence immediately to management which will be reported to the DBR within (5) days.
5. Failure to comply will result in automatic discharge. Cooperation in complying may result in suspension without pay to allow management to review the nature of the charges and the employee's record with Solar Therapeutics.

4.11. Reasonable Suspicion and Post-Accident Testing Protocol.

1. The employee will be advised that Solar Therapeutics believes that there is reasonable suspicion to believe that he or she is affected by illegal drugs or alcohol (or due to the nature of the accident the policy mandates this) and that this test is being offered to confirm or deny this suspicion.
2. The employee will be sent to Solar Therapeutics' contracted testing facility
3. Before leaving for the testing facility, supervision/management will contact the testing facility to inform it that a staff member from Solar Therapeutics will be arriving and will need a drug or alcohol test completed.
4. The employee to be tested shall adhere to the rules and regulations of Solar Therapeutics' contracted testing facility.

4.12. Substance Addiction Services.

Solar Therapeutics employees will be advised of the Division of Behavioral Healthcare Services (DBH) which oversees the statewide system of prevention, intervention, treatment, and recovery support services for individuals, families, and communities affected by substance addiction.

4.13. Enforcement.

1. The Solar Therapeutics management team is responsible for policy interpretation, administration, and enforcement.
2. Grounds for immediate termination and revocation of the Registry Identification Card.
3. Each of the following, in and of itself, constitutes grounds for termination, revocation of Registry Identification Card, and will be reported to the DBR.
   a. Fraudulent use of Registry Identification Card including, but not limited to, tampering, falsifying, Selling, Transferring, distributing, or giving Marijuana to anyunauthorized person.
   b. Conviction, guilty plea, a plea of *nolo contendere*, or admission to enough facts of a felony drug offense involving distribution to a minor in the state of Rhode Island, or a like violation of the laws of another jurisdiction.
   c. A conviction of a felony drug offense in the state of Rhode Island or a like violation of the laws of other Jurisdictions shall be adequate grounds for the revocation of a Registry Identification Card.

5. Related Documents

Confidentiality Policy

SOP Education and Training

6. References

230-RICR-80-05-1, 1.13 Enforcement ; Title 21 Part 1308 Schedules of Controlled Substances; Chapter 21-28.6 - Index of Sections (state.ri.us) ; Substance Use Disorder Services- Rhode Island - Dept of Behavioral Healthcare, Developmental Disabilities and Hospitals (ri.gov)

1. Purpose

Solar Therapeutics is committed to establishing policies and procedures to ensure the compliance with the Office of Cannabis Regulations within the Rhode Island Department of Business Regulations. Solar Therapeutics shall maintain its facility in a safe, sanitary, and clean manner, with all operations in the receiving, inspecting, transporting, segregating, preparing, manufacturing, packaging, and storing of medical marijuana and marijuana products conducted in accordance with adequate sanitation principles to limit the potential for contamination or adulteration of the cannabis stored in or dispensed at the facility.

2. Definitions

"Act": means R.I. Gen. Laws Chapter 21-28.6 entitled, "The Edward O. Hawkins and Thomas C. Slater Medical Marijuana Act," as amended.

"Agent" – means an agent of a marijuana establishment licensee including but not limited to "testing agents."

"Cannabis" means all parts of the plant of the genus marijuana, also known as marijuana sativa L., whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin regardless of cannabinoid content or cannabinoid potency including "marijuana," and "industrial hemp" or "industrial hemp products" which satisfy the requirements of R.I. Gen. Laws Chapter 2-26.

"Compassion center" – means a not-for-profit corporation, subject to the provisions of R.I. Gen. Laws Chapter 7-6, and is licensed under R.I. Gen. Laws § 21-28.6-12, that acquires, possesses, cultivates, manufactures, delivers, transfers, transports, supplies, or dispenses medical marijuana, and or related supplies and education materials, to patients, cardholders and/or their registered caregiver, cardholder or authorized purchaser.

"DEM" means the Rhode Island Department of Environmental Management or its successor agency.

"DBR," "Department" or "Office" – shall refer to the Office of Cannabis Regulation within the Rhode Island Department of Business Regulation or its successor agency.

"DBR Regulations": means the Regulations, the Rules and Regulations Related to the Medical Marijuana Program Administered by the Office of Cannabis Regulation at the Department of Business Regulation.

"DOH" – means the Rhode Island Department of Health or its successor agency.

"Medical Marijuana" – means marijuana and marijuana products which satisfy the requirements of R.I. Gen. Laws Chapter 21-28.6 and have been given the designation of "medical marijuana" by DBR due to dose, potency, form or other characteristic. Medical marijuana products are only available for use by patient cardholders and may only be sold to or possessed by patient cardholders, or their registered caregiver, or authorized purchaser in accordance with the Act.

Medical marijuana may not be sold to, possessed by, manufactured by, or used except as permitted under R.I. Gen. Laws Chapter 21-28.6 and any regulations promulgated thereunder.

"RIGL": Rhode Island General Laws

"Usable Marijuana": means the leaves and flowers of the marijuana plant, and any mixture or preparation thereof, but does not include the sterilized seeds, stalks, and roots of the plant.

3. Responsibilities

This SOP applies to all individuals who are Agents or affiliated with Solar Therapeutics. Solar Therapeutics management will update SOP's as needed per regulation or other mandates. This SOP will be reviewed at a minimum annually.

4. Procedures

4.1 Facilities and Equipment Generally

1. Solar Therapeutics Facility will meet the following minimum specifications, including having and maintaining:
    a. An adequate supply of potable hot and cold water;
    b. Non-porous, non-absorbent and easily cleanable floors, walls, and ceilings in areas where marijuana is manufactured and stored;
    c. Lavatory facilities that are readily accessible to employees and that comply with the Rhode Island State Plumbing Code, 510-RICR-00-00-3;
    d. Adequate hand-washing area(s) with hand washing sinks with effective hand-cleaning and sanitizing preparations (such as soap dispensers) and disposable towels or an air dryer for hands; and
    e. Adequate screening or other protection against the entry of pests and environmental contaminants.
2. There shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations.
3. All mechanical and electrical equipment shall be maintained in a safe operating condition.
4. Waste disposal equipment shall be adequate and removal schedules timely so as to minimize the development of odor and minimize the risk of contamination to medical

marijuana and marijuana products, including the risk of the waste becoming an attractant, harborage, or breeding place for pests.

5. All waste (including all liquid, chemical, hazardous, pesticide, manufacturing solvent and chemical waste) shall be stored, secured, and managed in accordance with all applicable DEM laws and regulations and all applicable federal, state, and local statutes, regulations, ordinances, or other legal requirements.

6. Floors, walls, and ceilings shall be kept clean and in good repair, free from dust, debris, mold, mildew, and other contaminants and potentially hazardous materials.

7. Buildings, fixtures, and other physical facilities shall be maintained in a sanitary condition.

8. Lavatory facilities and hand washing areas shall be kept clean and sanitary and in working condition at all times.

9. All contact surfaces, including utensils and equipment, shall be maintained in a clean and sanitary condition.

    a. Such surfaces shall be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions.

    b. Equipment and utensils shall be so designed and of such material and workmanship as to be adequately cleanable.

    c. All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana products.

10. Solar Therapeutics vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety must be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to the Act and DBR Regulations

11. Lockers.

    a. All personal belongings must be stored in your locker, not on your person within Solar Therapeutics.

    b. Lockers must be kept clean.

    c. No food of any kind may be stored in lockers.

d. Lockers are the property of Solar Therapeutics and are subject to inspection, with or with the Agent being present.

12. Toxic cleaning compounds, sanitizing agents, and other chemicals shall be identified, held, stored and disposed of in a manner that protects against contamination of medical marijuana and marijuana products and in a manner that is in accordance with all applicable DEM laws and regulations and any applicable local, state, or federal law, rule, regulation, or ordinance.

13. Solar Therapeutics shall comply with all relevant statutes, regulations, and requirements administered by the Federal Occupational Safety and Health Administration (OSHA), including but not necessarily limited to standards for toxic and flammable compounds and air contaminants.

14. Failure to comply with Solar Therapeutics Policy may result in disciplinary action, up to and including termination.

4.2 Cleaning Procedures

1. Maintain a clean environment.
   a. Trash shall be properly removed daily.
   b. Floors, walls, and ceilings shall be kept in good repair.
   c. Adequate protection against pests shall be provided using integrated pest management practices, refer to SOP Integrated Pest Management.
2. Cleaning procedures when opening the Compassion Center.
   a. After the inventory reconciliation, take out the trash if it was not removed from the previous business day.
   b. Check all cleaning supplies, including inventory for adequate supplies.
   c. Make sure all areas are clean as needed.
3. Cleaning procedures when closing the Compassion Center.
   a. Check all trash receptacles for fullness, if trash receptacle is full replace with the new clean bag.
   b. Trash will only be disposed of after reconciliation of an inventory count with actual inventory and metrics are accurate and approved.
   c. Wipe down and clean restrooms, kitchen, break room, reception, and service areas.
   d. Clean the sales floor and reception area.

e. Sweep and clean operation secure area – mop floor if needed.
f. Clean and wipe down the display counter and clean all glass.
g. Vacuum any carpeted area if needed.
h. Clean all interior glass in the lobby area if needed.

4. Weekly cleaning procedures.
   a. Refrigerator shall be cleaned every Friday.
   b. All exterior glass shall be checked and cleaned if needed.
   c. Lobby and sales floor shall be mopped and cleaned.
   d. All offices rugs shall be clean and vacuumed if necessary.
   e. Break room shall be cleaned and organized.

4.3 Hand-Washing Facilities

1. Solar Therapeutics shall provide its Agents and visitors with adequate and convenient hand-washing facilities furnished with running water at a temperature suitable for sanitizing hands.
   a. Hand-washing facilities shall be located where good sanitary practices require employees to wash and sanitize their hands.
   b. Solar Therapeutics shall provide effective, nontoxic hand-cleaning and sanitizing cleansers and sanitary towel service or suitable drying services.
   c. Solar Therapeutics shall provide its Agents and visitors with adequate, readily accessible lavatories that are maintained in a sanitary condition and in good repair.

4.4 Solar Therapeutics Illness and Personal Hygiene Guidelines

1. Any Solar Therapeutics Agent working in direct contact with cannabis products is subject to the following procedures:
   a. An Agent shall otherwise conform to sanitary practices while on duty.
   b. Maintain adequate personal hygiene and cleanliness.
   c. Washing hands thoroughly in an adequate hand-washing area before starting work.
   d. If hands become soiled or contaminated, wash hands before dispensing cannabis to a customer.
   e. Any Agent who feels ill while working or before coming to work will notify the on-duty manager to be relieved of their duties for the day.
   f. The Agent will keep the on-duty manager informed of their illness to determine a day to report to work.

g. An Agent shall not have open sores/cuts.
h. Hair should be clean and presentable.
i. Agents shall not wear any strong scented, perfume, cologne, aftershave, etc. while processing products.
j. Jewelry may be worn if it does not interfere with the Agent's ability to do his/her job.
k. As required, medical ID bracelets or necklaces are permitted.
l. Fingernails must be kept clean, neat, and trimmed.
m. If applicable, Solar Therapeutics uniforms/shirts must be maintained in a clean and mended fashion and not altered.

4.5 Reporting of Employee/Agent Health Conditions

1. All Solar Therapeutics Agents shall report to management any personal health condition that could pose a threat to customers or compromise the cleanliness or quality of the medical marijuana products the employee or agent may handle. If there are any discrepancies, an incident report should be started regarding the issue, refer to SOP Complaints, Adverse Events & Recalls.
2. Medical conditions posing a risk of contamination to medical marijuana and/or medical marijuana products include but are not necessarily limited to open lesions, including boils, sores, or infected wounds, or any other abnormal source of microbial or viral infection.
2. Any Agent whose medical condition, as determined by medical examination or as observed by a supervisor, poses or reasonably appears to pose a risk of contamination of medical marijuana and/or medical marijuana products will be excluded from medical marijuana operations until the condition is cleared.
3. Any Agent experiencing symptoms of a medical condition that poses or reasonably poses a risk of contamination of medical marijuana and/or medical marijuana products shall notify and report their medical condition to his or her supervisor upon the learning of said medical condition.
4. Any Agent may report their medical condition to their supervisor in writing (whether handwritten or electronically), via telephone, or via in-person communication.

4.6 Animals Prohibited on Premises

1. Solar Therapeutics shall not permit the entry of any animal into the premises.
2. Service animals (as defined in the Americans with Disabilities Act) are exempted from this prohibition in retail areas or other areas where there is no cultivation, manufacturing, or packaging of medical marijuana products.

4.7 Personal Protective Equipment (PPE)

1. Solar Therapeutics shall furnish its Agents with proper personal protective equipment for all work assigned as part of its operations, including but not limited to, masks, goggles, glasses, shields, gloves as may be required.

5. Related Documents

SOP Integrated Pest Management

SOP Complaints, Adverse Events & Recalls

6. References

230-RICR-80-05-1.6.13 Minimum Sanitation and Workplace Safety Conditions.

1. Purpose

Solar Therapeutics is committed to establishing policies and procedures to ensure the compliance with the Office of Cannabis Regulations within the Rhode Island Department of Business Regulations. Solar Therapeutics recognizes an adequate sanitation program is not enough to assure a pest free facility with cannabis. An effective pest control management system is also required to maintain control over pests. Proper procedures must be in place to prevent the entrance of pests to sustain an environment where cannabis quality is not compromised

2. Definitions

"Act": means R.I. Gen. Laws Chapter 21-28.6 entitled, "The Edward O. Hawkins and Thomas C. Slater Medical Marijuana Act," as amended.

"Agent" – means an agent of a marijuana establishment licensee including but not limited to "testing agents."

"Cannabis" means all parts of the plant of the genus marijuana, also known as marijuana sativa L., whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin regardless of cannabinoid content or cannabinoid potency including "marijuana," and "industrial hemp" or "industrial hemp products" which satisfy the requirements of R.I. Gen. Laws Chapter 2-26.

"Compassion center" – means a not-for-profit corporation, subject to the provisions of R.I. Gen. Laws Chapter 7-6, and is licensed under R.I. Gen. Laws § 21-28.6-12, that acquires, possesses, cultivates, manufactures, delivers, transfers, transports, supplies, or dispenses medical marijuana, and or related supplies and education materials, to patients, cardholders and/or their registered caregiver, cardholder or authorized purchaser.

"DEM" means the Rhode Island Department of Environmental Management or its successor agency.

"DBR," "Department" or "Office" – shall refer to the Office of Cannabis Regulation within the Rhode Island Department of Business Regulation or its successor agency.

"DBR Regulations": means the Regulations, the Rules and Regulations Related to the Medical Marijuana Program Administered by the Office of Cannabis Regulation at the Department of Business Regulation.

"DOH" – means the Rhode Island Department of Health or its successor agency.

"Integrated Pest Management (IPM)" – is an effective, environmentally friendly approach to pest management that relies on a combination of commonsense practices.

"Medical Marijuana" – means marijuana and marijuana products which satisfy the requirements of R.I. Gen. Laws Chapter 21-28.6 and have been given the designation of "medical marijuana" by DBR due to dose, potency, form or other characteristic. Medical marijuana products are only available for use by patient cardholders and may only be sold to or possessed by patient cardholders, or their registered caregiver, or authorized purchaser in accordance with the Act.

Medical marijuana may not be sold to, possessed by, manufactured by, or used except as permitted under R.I. Gen. Laws Chapter 21-28.6 and any regulations promulgated thereunder.

"RIGL": Rhode Island General Laws

"Usable Marijuana": means the leaves and flowers of the marijuana plant, and any mixture or preparation thereof, but does not include the sterilized seeds, stalks, and roots of the plant.

"Pest" – A pest can be a plant (weed), vertebrate (bird, rodent, or other mammal), invertebrate (insect, tick, mite, or snail), nematode, pathogen (bacteria, virus, or fungus) that causes disease, or other unwanted organism that may harm medicine, food products, water quality, animal life, or other parts of the ecosystem.

3. Responsibilities

This SOP applies to all individuals who are Agents or affiliated with Solar Therapeutics. Solar Therapeutics management will update SOP's as needed per regulation or other mandates. This SOP will be reviewed at a minimum annually.

4. Procedures

4.1. Solar Therapeutics facilities and surrounding grounds shall comply with the pest control guidelines established below.

1. The effectiveness of the pest control program shall be reviewed annually, and the plan shall be adjusted depending on the findings.
2. Every facility shall contract with an approved licensed pest control service for identifying potential problem areas that may be contributing to pest infestation within the facility.
3. Implement recommended corrective measures.
4. Develop a comprehensive IPM plan.
5. The service should be quarterly at a minimum unless more frequent services are required.
6. The IPM plan will utilize all methods of pest control, which may include:
   a. Structural maintenance;
   b. Sanitation;
   c. Monitoring for pest populations;
   d. Mechanical and biological control; and
   e. The judicious use of pesticides.

4.2. Pesticide Use

1. Solar Therapeutics shall use the best practices to limit contamination of medical marijuana and marijuana products, including but not limited to mold, mildew, fungus, bacterial diseases, rot, pests, pesticides, and any other contaminants identified as posing potential harm.
2. Solar Therapeutics use of pesticides shall satisfy the following criteria:

   a. Any product shall be a "minimum risk pesticide" under 40 C.F.R. § 152.25(f), incorporated in § 1.1.7(C) of the DBR Regulations.

   b. Any product shall be labelled for use on all plants, other plants, bedding plants, unspecified plants, or unspecified crops.

   c. Any product label shall not prohibit indoor or greenhouse use, as applicable.

   d. All active ingredients shall be eligible for food use as determined by the federal Environmental Protection Agency's list of (EPA) Active Ingredients Eligible for Minimum Risk Pesticide Products, incorporated in § 1.1.7(D) of the DBR Regulations.

   e. All inert/other ingredients shall be eligible for food use in accordance with EPA's Inert Ingredients Eligible for FIFRA 25(b) Pesticide Products, incorporated in § 1.1.7(E) of the DBR Regulations.

   f. Any product shall be a currently registered pesticide product eligible for sale in Rhode Island as determined by DEM.

   g. Any product shall be used in accordance with any and all use instructions on the label.
3. No application of pesticides shall be made after the vegetative stage of growth of the cannabis plant. The vegetative stage of growth should be determined by visual buds or flower or by proxy of the plant receiving less than eighteen (18) hours of light in a twenty-four (24) hour period.
4. Pesticides shall be identified, held, stored and disposed of in a manner that protects against contamination of medical marijuana and marijuana products and in a manner that is in accordance with any applicable local, state, or federal law, rule, regulation, or ordinance.

4.3. Licensed Pest Control Services

1. All approved licensed pest control services shall be authorized to work as if in a food manufacturing location for cannabis.
2. The licensed pest control service shall be responsible for providing, servicing, and/or maintaining the following:

   a. All residual pesticide applications.

   b. All crack and crevice pesticides applications.

c. All drain pesticide applications.

d. All exterior rodent bait stations.

e. All interior roach bait stations.

f. All interior rodent tin cat and other types of rodent catching stations.

g. All interior bug lights.

4.4. Proper Recordkeeping of Pesticide Use

1. Solar Therapeutics shall keep detailed records of the service completed at the facility, including any pesticide products used and application regiments in accordance with all applicable DBR and DEM record-keeping requirements.
2. Solar Therapeutics shall video record during pesticide applications. Such video recordings shall cease if there is a failure or disruption of the video surveillance system.
3. Solar Therapeutics shall develop a map showing all locations of interior roach bait stations; and if deployed, all exterior rodent bait stations.

5. Related Documents

SOP Minimum Sanitation and Workplace Safety Conditions

SOP Recordkeeping and Retention.

6. References

230-RICR-80-05-1.6.15 Pesticide Use and Records.

230-RICR-80-05-1.1.7(C).

230-RICR-80-05-1.1.7(E).

40 C.F.R. § 152.25(f).

1. Purpose

Solar Therapeutics shall maintain standard document creation and retention procedures in compliance with all federal, state, and local requirements. These procedures pertain to all business records to include, consumer, inventory, financial, and all other records applicable as specified in 230-RICR-80-05-11.6.6 Record-Keeping and Reporting. All records will be made available for inspection upon request by the Office of Cannabis Regulation within the Rhode Island Department of Business Regulation.

2. Definitions

"DBR", "Department" or "Office": shall refer to the Office of Cannabis Regulation within the Rhode Island Department of Business Regulation or its successor agency.

"DBR Regulations": means these Regulations, the Rules and Regulations Related to the Medical Marijuana Program Administered by the Office of Cannabis Regulation at the Department of Business Regulation.

"Interest holders" or "Key persons": "Interest holders" or "Key persons" means with respect to an applicant or licensed entity, the following persons or entities:

a. All persons and/or entities with any ownership interest with respect to the applicant/licensee, including parent companies if the applicant licensee is a subsidiary of another entity, and
b. All officers, directors, members, managers or agents of the applicant/licensee, and any other entities described in § 1.1(A)(23)(a) of this Part, and
c. All persons or entities with managing or operational control with respect to the applicant/licensee, its operation, any other entities described in §§ 1.1(A)(23)(a) and (b) of this Part, the license and/or licensed facilities whether they have an ownership interest or not, and
d. All investors or other persons or entities with any financial interest with respect to the applicant/licensee, any other entities described in §§ 1.1(A)(23)(a), (b) and (c) of this Part, its operations, the license, and/or licensed facilities, whether they have ownership interest or not, and
e. All persons or entities that hold interest(s) arising under shared management companies, management agreements, or other agreements that afford third-party management or operational control with respect to the applicant/licensee, its operations, the license and/or the licensed facilities, and
f. To the extent that any Interest Holder is an entity (corporation, partnership, LLC, etc.), all Interest Holders in that entity and all Interest Holders therein down to the individual person level.

"Material financial interest or control": means:

a. Any ownership interest, regardless of the size of the holding, and including any ownership interest through a subsidiary or affiliate;
b. Trusteeship, mortgage, guarantor, endorser or surety relationship, or loan relationship, except that loan relationship for the purposes of this definition shall exclude accounts payable and accounts receivable on account of a medical marijuana purchase order;
c. Any other beneficial financial interest as determined by DBR such that the holder bears the risk of loss (other than as an insurer) or has an opportunity to gain profit from the operation or sale of the regulated medical marijuana business; and/or
d. Managerial or operational control, including but not limited to interlocking directors or officers or through a management agreement.

"Qualifying Patient": means a person who has been certified by a practitioner as having a debilitating medical condition and is a resident of Rhode Island.

"Related Party Transactions": means and includes but is not limited to, transactions between and/or among:

a. An entity/applicant/licensee and its principal owners, management, key persons/interest holders and/or parent, affiliates, or members of "any person within his or her family," as defined in 520-RICR-00-00- 1.3;
b. Parties with which the entity/applicant/licensee may deal if one party controls or can materially influence the management or operating policies of the other to an extent that one of the transacting parties might be prevented from fully pursuing its own separate interests; or
c. Other parties that can materially influence the management or operating policies of the transacting parties or that have an ownership interest in one of the transacting parties and can materially influence the other to an extent that one or more of the transacting parties might be prevented from fully pursuing its own separate interests.

"Volunteer": is a registration that only applies to compassion centers and shall be limited to compassion center persons whose volunteer activities and use of compassion center resources is strictly limited to participation in educational programming conducted for compassion center cardholders and registered qualifying patients, primary caregivers, and authorized purchasers. Volunteers shall not be permitted to be otherwise involved in the growth, cultivation, weighing, packaging or labeling, manufacturing, processing, dispending or sale of medical marijuana.

3. Responsibilities

This Standard Operating Procedure ("SOP") applies to all individuals who are Agents or affiliated with Solar Therapeutics. Solar Therapeutics management will update SOPs as needed per regulation or other mandates. This SOP will be reviewed at a minimum annually.

4. Procedures

4.1. Solar Therapeutics will keep and make available for inspection, upon request, the following business records. This documentation shall include paper or digital records.

1. Operations Manual
    a. Organizational chart and chain of command protocols
    b. Record-keeping procedures to ensure;
        i. All acquisitions, dispensing, and sales of marijuana are logged into the Medical Marijuana Program Tracking on a real time basis
        ii. All dispensing and sales transactions are to registered qualifying patients, primary caregivers, authorized purchases and verified out-of-state patient cardholders and;
        iii. Adhere to the limits for usable marijuana prescribed by statute and the marijuana product equivalency limits set by 1.14 in the Regulations.
    c. Voluntary and mandatory recalls of marijuana (See Recall SOP); including ensuring that any outdated, damaged, deteriorated, mislabeled, or contaminated marijuana is quarantined from other marijuana and destroyed.
    d. Records retention policy
    e. Ethics and compliance policy
    f. Alcohol and drug free workplace policy
    g. Odor control and mitigation plan
2. Inventory and seed-to-sale tracking records maintained in the state Medical Marijuana Program Tracking System.
3. Job Descriptions for all employees and volunteers.
4. Staffing plan that will demonstrate accessible business hours.
5. Cannabis waste disposal records.

4.2. Financial Records.

1. Assets and Liabilities.
2. Monetary transactions.
3. Books of accounts, including journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers.
4. Sales records that indicate the name of the customer to whom marijuana has been dispensed, including the quantity, form, and cost.
5. Salary and wages paid to each employee, the stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with Solar Therapeutics, including members of a non-profit corporation, if any.

6. Copies of the most recent Solar Therapeutics financial audit.

4.3. Personnel records for all Agents and/or Volunteers.

1. Personnel records shall be maintained for at least 12 months after termination of a Solar Therapeutics employee or volunteer.
2. At a minimum, the personnel record should include documentation identifying the following of all personnel:
   a. individual's affiliation with Solar Therapeutics;
   b. verification of their references;
   c. job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision, or for volunteers, volunteer agreement, if applicable.
   d. All required training, to include:
      i. training regarding privacy and confidentiality requirements
      ii. the signed (digital or wet) statement of the individual indicating the date, time, and place he or she received said training
      iii. the topics discussed, including the name and title of presenters
   e. Periodic performance evaluations;
   f. Record of any disciplinary action taken;
   g. Notice of completed responsible vendor and related duty training; and
   h. All background reports.
3. Retention of records will be in compliance with all federal, state, and local requirements.
4. Solar Therapeutics shall always maintain a current list of all cardholders associated.
5. In the event of Solar Therapeutics closure, all records must be kept for at least two years, at the expense of Solar Therapeutics, and in a form and location acceptable to the Office of Cannabis Regulation within the Rhode Island Department of Business Regulation.

4.4. Solar Therapeutics shall keep corporate records, at minimum, annual reviews, updates, and renewals of the following:

1. Insurance Coverage:
   a. Directors & Officers Policy
   b. Product Liability Policy
   c. General Liability Policy
   d. Umbrella Policy

e. Workers Compensation Policy
f. Employer Professional Liability Policy

2. Third-Party Laboratory Contracts
3. Local Compliance:
   a. Certificate of Occupancy
   b. Special Permits
   c. Variances
   d. Site Plan Approvals
   e. As-Built Drawings
4. Corporate Governance:
   a. Annual Report
   b. Secretary of State Filings

4.5. Business Records:

1. Assets and Liabilities
2. Monetary Transactions
3. Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
4. Sales records, including the quantity, form, and cost of marijuana products
5. Salary and wage paid to each agent and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with Solar Therapeutics.

4.6 Solar Therapeutics shall keep the following records for a minimum of five (5) years:

1. All contracts and purchase orders, including documentation of any cancelled contracts or purchased orders and any contracts and purchase orders voided by replacement contracts.
2. Invoices and supporting documentation of all marijuana purchases, acquisitions, transfers, and payments.
3. Contracts pertaining to the security alarm and security camera systems.
4. Contracts with vendors, including any approved third-party testing providers.
5. Tax purpose records.
6. Complaints.
7. Management contracts.
8. Nonprofit corporate records including, but not limited to articles of organization, bylaws, meeting agendas, minutes and corporate resolutions.

4.7 All records maintained by Solar Therapeutics which pertain to one or more registered qualifying patients, registered primary caregivers or authorized purchases shall be:

1. Considered confidential health care information under Rhode Island Law;
2. Protected as health care information in accordance with the Federal Health Insurance Portability and Accountability Act of 1996, as amended.

4.8 Storage and Responsibility for Loss of Records and Data

1. Solar Therapeutics shall keep all records pertaining to transactions occurring within the last six (6) months on the premises.
2. Records dating further back may be stored off site at a location approved by the DBR.
3. Solar Therapeutics shall exercise due diligence and reasonable care in preserving and maintaining all required records to guard against loss of records and data, including cybersecurity of electronically-maintained records.

5. Related Documents

Confidentiality Policy

6. References

230-RICR-80-05-11 1.6.6 Record-Keeping and Reporting;
21-28.6-16 (state.ri.us); 21-28.6-12 (state.ri.us); Health Insurance Portability and Accountability Act of 1996 (HIPAA) | CDC

1. Purpose

Solar Therapeutics is committed to establishing policies and procedures to ensure the compliance with the Office of Cannabis Regulations within the Rhode Island Department of Business Regulations. Solar Therapeutics will hire Agents and other individuals that will be affiliated with Solar Therapeutics as needed to adequately operate.

2. Definitions

"Act": means R.I. Gen. Laws Chapter 21-28.6 entitled, "The Edward O. Hawkins and Thomas C. Slater Medical Marijuana Act," as amended.

"Administrative Employee": An employee who does not handle or sell marijuana.

"Agent" – means an agent of a marijuana establishment licensee including but not limited to "testing agents."

"Cannabis" means all parts of the plant of the genus marijuana, also known as marijuana sativa L., whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin regardless of cannabinoid content or cannabinoid potency including "marijuana," and "industrial hemp" or "industrial hemp products" which satisfy the requirements of R.I. Gen. Laws Chapter 2-26.

"Compassion center" – means a not-for-profit corporation, subject to the provisions of R.I. Gen. Laws Chapter 7-6, and is licensed under R.I. Gen. Laws § 21-28.6-12, that acquires, possesses, cultivates, manufactures, delivers, transfers, transports, supplies, or dispenses medical marijuana, and or related supplies and education materials, to patients, cardholders and/or their registered caregiver, cardholder or authorized purchaser.

"DEM" means the Rhode Island Department of Environmental Management or its successor agency.

"DBR," "Department" or "Office" – shall refer to the Office of Cannabis Regulation within the Rhode Island Department of Business Regulation or its successor agency.

"DBR Regulations": means the Regulations, the Rules and Regulations Related to the Medical Marijuana Program Administered by the Office of Cannabis Regulation at the Department of Business Regulation.

"DOH" – means the Rhode Island Department of Health or its successor agency.

"Medical Marijuana" – means marijuana and marijuana products which satisfy the requirements of R.I. Gen. Laws Chapter 21-28.6 and have been given the designation of "medical marijuana" by DBR due to dose, potency, form or other characteristic. Medical marijuana products are only available for use by patient cardholders and may only be sold to or possessed by patient cardholders, or their registered caregiver, or authorized purchaser in accordance with the Act.

Medical marijuana may not be sold to, possessed by, manufactured by, or used except as permitted under R.I. Gen. Laws Chapter 21-28.6 and any regulations promulgated thereunder.

"RIGL": Rhode Island General Laws

"Usable Marijuana": means the leaves and flowers of the marijuana plant, and any mixture or preparation thereof, but does not include the sterilized seeds, stalks, and roots of the plant.

3. Responsibilities

This SOP applies to the Agents and all individuals affiliated with Solar Therapeutics. Solar Therapeutics management will update SOP's as needed per regulation or other mandates. This SOP will be reviewed at a minimum annually.

4. Procedures

4.1 Store Manager:

1. The Store Manager will be responsible for the overall management of staff, standard operating procedures, scheduling, inventory, compliance, supplies, and all other tasks that arise in a dynamic retail environment. The Store Manager will:
   a. Oversee the day-to-day operations;
   b. Ensure store compliance with all local, state and federal regulations including maintaining written SOPs as changes to policy and/or regulations occur and ensure compliance among team;
   c. Oversee a distribution process that is professional, confidential and safe for all customers;
   d. Serve as a liaison to the local community by providing accurate information to customers and citizens;
   e. Monitor and maintaining inventory levels as well as keeping track of expiring products;
   f. Manage financial records and daily cash handling procedures; and
   g. Maintain a clean and organized store.
   h. Store Manager shall be paid an annual salary of $65,000.00.

4.2 Assistant Store Manager:

1. The Assistant Store Manager (ASM) motivates and organizes our team of Associates while ensuring customer satisfaction, safety, product quality, security & compliance within the store. The Assistant Store Manager will:
   a. Lead and support the Associate team to deliver best-in-class service;
   b. Maintain store compliance with all local, state and federal regulations;
   c. Oversee security measures and safety compliance;
   d. Assist in verifying order deliveries for accuracy;
   e. Manage cash handling procedures and record keeping while ensuring accuracy of all transactions, deposits, and records;
   f. Assist with required paperwork and state tracking system recording;
   g. Complete and appropriately delegate tasks assigned during scheduled shift;
   h. Maintain open communication with the management team and other coworkers;
   i. Work with the SM to onboard and train new Associates; and
   j. Maintain a clean and organized store.
   k. Assistant Store Manager shall have an annual salary of $42,000.00.

4.3 Store Associate:

1. Store Associates will provide guidance and educate each customer with their cannabis needs. Associates will:
   a. Provide each customer with best-in-class customer service;
   b. Ensure that all forms and other paperwork are properly completed;
   c. Comply with all state regulations and company standard practices and procedures;
   d. Educate customers on all varieties of cannabis and cannabis-infused products in the store;
   e. Accurately processes and dispenses cannabis to customers;
   f. Stock/restock product;

g. Maintain cleanliness of display cases and store;

h. Operate POS system and efficiently and accurately process payments; and

i. Complete other tasks as assigned by management.

j. Storage Associates will be paid $15.00 per hour.

4.4 Director of Security:

1. Under the supervision of the President, the Director of Security is responsible for the development and overall management of the Security Policies and Procedures for Solar, while implementing, administering, and revising the policies as needed. In addition, the Director of Security will perform the following duties:

   a. Provide general training to Solar agents during new hire orientation or re-current trainings throughout the year;

   b. Provide training specific for Security Agents prior to the Security Agent commencing job functions;

   c. Review and approve incident reports and other reports written by Security Agents prior to submitting to the executive management team—follow up with security agent if needed;

   d. Maintain lists of agents authorized to access designated areas of the Solar facility, including cash and product storage vaults, the surveillance and network equipment room, and other highly sensitive areas of the Solar facility;

   e. Lead a working group comprised of the President, Vice President, and any other designated advisors to ensure the current policies and procedures are properly implemented, integrated, effective, and relevant to ensure the safety of Solar agents and assets;

   f. Ensure that all required background checks have been completed and documented prior to an agent performing job functions; ensure agent is granted the appropriate level of access to the facility necessary to complete his/her job functions;

   g. Maintain all security-related records, incident reports and other reports written by security agents;

   h. Evaluate and determine the number of Security Agents assigned to each shift and proper shift change times; and

i. Maintain frequent contact with local law enforcement authorities.

j. Director of Security shall have an annual salary of $45,000.00.

4.5 Security Agent:

1. Security Agents monitor Solar's security systems including alarms, video surveillance, and motion detectors. Security Agents are responsible for ensuring that only authorized individuals are permitted access to the Solar facility by verifying appropriate ID cards and other forms of identification. In addition, Security Agents perform the following duties and other duties upon request:

   a. Investigate, communicate, and provide leadership in the event of an emergency such as an intrusion, fire, or other threat that jeopardizes customers, authorized visitors, and Solar agents;

   b. Respond and investigate security situations and alarm calls; clearly document the incident and details surrounding the incident in a written report for the Director of Security;

   c. Oversee the entrance to the facility and verify the credentials of each person seeking access to the Solar facility;

   d. Answer routine inquiries;

   e. Log entries, and maintain visitor log;

   f. Escort authorized visitors in restricted access areas; and

   g. Escort Solar agents from the facility during non-business hours and perform security checks at designated intervals.

   h. Security Agents shall be paid $18.00 per hour.

4.6 Inventory Manager:

1. The Inventory Manager is responsible for inventory on a day- to- day basis as well as the weekly and monthly inventory counts and waste disposal requirements. The inventory manager will perform the comprehensive annual inventory in conjunction with the executive management team. Additional duties include, but are not limited to:

   a. Implementing inventory controls to track and account for all dispensary inventory;

   b. Implementing procedures and notification policies for proper disposal;

c. Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;

d. Maintaining documents with each day's beginning, acquisitions, sales, disposal, and ending inventory; and

e. Proper storing, labeling, tracking, and reporting of inventory.

f. Inventory Manager shall have an annual salary of $42,000.00.

4.7 Inventory Associate

1. Inventory Associates support the Inventory Manager during day-to-day operations. Responsibilities include, but are not limited to:

   a. Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;
   b. Maintaining documents with each day's beginning, acquisitions, sales, disposal and ending inventory;
   c. Ensuring products are properly stored, labeled, and recorded in the POS Software system;
   d. Ensuring waste is properly stored; and
   e. Coordinating the waste disposal schedule and ensuring Solar's policies and procedures for waste disposal are adhered to.
   f. Inventory Associates shall be paid $15.00 per hour.

4.8 Human Resources Manager:

1. Human Resources Manager at Solar will support the executive management team on a day-to-day basis to effectively implement all personnel policies and procedures for Solar, including hiring processes. The Human Resources Manager will:

   a. Oversee hiring and release of Solar agents;
   b. Review and revise Solar personnel policies and procedures in consultation with the executive management team and department managers;
   c. Develop training schedules and policies for Solar agents under the supervision of the executive management team and department managers;
   d. Handle any and all agent discipline as necessary;
   e. Ensure compliance with any and all workplace policy laws and requirements; and
   f. Be responsible for such additional human resources tasks as determined by the executive management team.

g. Human Resources Manager shall be paid an annual salary of $55,000.00.

5. Related Documents

SOP Education and Training of Employees and Agents

SOP Staffing Plan

6. References

230-RICR-80-05-1.2(e)(3)

1. Purpose

Solar Therapeutics is committed to establishing policies and procedures to ensure the compliance with the Office of Cannabis Regulations within the Rhode Island Department of Business Regulations. Solar Therapeutics will hire Agents and other individuals that will be affiliated with Solar Therapeutics as needed to adequately operate.

2. Definitions

"Act": means R.I. Gen. Laws Chapter 21-28.6 entitled, "The Edward O. Hawkins and Thomas C. Slater Medical Marijuana Act," as amended.

"Administrative Employee": An employee who does not handle or sell marijuana.

"Agent" – means an agent of a marijuana establishment licensee including but not limited to "testing agents."

"Cannabis" means all parts of the plant of the genus marijuana, also known as marijuana sativa L., whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin regardless of cannabinoid content or cannabinoid potency including "marijuana," and "industrial hemp" or "industrial hemp products" which satisfy the requirements of R.I. Gen. Laws Chapter 2-26.

"Compassion center" – means a not-for-profit corporation, subject to the provisions of R.I. Gen. Laws Chapter 7-6, and is licensed under R.I. Gen. Laws § 21-28.6-12, that acquires, possesses, cultivates, manufactures, delivers, transfers, transports, supplies, or dispenses medical marijuana, and or related supplies and education materials, to patients, cardholders and/or their registered caregiver, cardholder or authorized purchaser.

"DEM" means the Rhode Island Department of Environmental Management or its successor agency.

"DBR," "Department" or "Office" – shall refer to the Office of Cannabis Regulation within the Rhode Island Department of Business Regulation or its successor agency.

"DBR Regulations": means the Regulations, the Rules and Regulations Related to the Medical Marijuana Program Administered by the Office of Cannabis Regulation at the Department of Business Regulation.

"DOH" – means the Rhode Island Department of Health or its successor agency.

"Medical Marijuana" – means marijuana and marijuana products which satisfy the requirements of R.I. Gen. Laws Chapter 21-28.6 and have been given the designation of "medical marijuana" by DBR due to dose, potency, form or other characteristic. Medical marijuana products are only available for use by patient cardholders and may only be sold to or possessed by patient cardholders, or their registered caregiver, or authorized purchaser in accordance with the Act.

Medical marijuana may not be sold to, possessed by, manufactured by, or used except as permitted under R.I. Gen. Laws Chapter 21-28.6 and any regulations promulgated thereunder.

"RIGL": Rhode Island General Laws

"Usable Marijuana": means the leaves and flowers of the marijuana plant, and any mixture or preparation thereof, but does not include the sterilized seeds, stalks, and roots of the plant.

3. Responsibilities

This SOP applies to the Agents and all individuals affiliated with Solar Therapeutics. Solar Therapeutics management will update SOP's as needed per regulation or other mandates. This SOP will be reviewed at a minimum annually.

4. Procedures

4.1. Hiring Plan:

1. Solar Therapeutics will evaluate hiring needs on an ongoing basis.
2. Hiring Procedures Include:
    a. Internal and External Posting of the position
    b. Candidate Interviews
    c. Reference Checks
    d. Background Checks
    e. Solar Therapeutics is dedicated to hiring Rhode Island residents, when possible.
3. Applicants will be required to submit a written application for employment to ensure all applicants are evaluated equally in the initial stages of hiring.
4. All offers will be contingent upon the successful completion of all required background investigations, including iCORI, Agent Registration, and proof of employment eligibility in the US.
5. As a condition of Employment, new Agents shall complete training prior to performing job functions.
    a. Training shall be tailored to the roles and responsibilities of the job function of each Solar Therapeutics Agent, and at a minimum include training on confidentiality and other topics specified by the DBR.
    b. At a minimum staff will receive 8 hours of ongoing training annually.

c. Solar Therapeutics will comply with EEOC guidelines and will not discriminate on the base of race, color, religion, sex, sexual orientation, national origin, age, disability, or genetic information and will not discriminate against a candidate who has participated in an employment discrimination investigation or lawsuit.

6. Solar Therapeutics is committed to building a professional environment for all of its Agents.
7. Solar Therapeutics is committed to complying with all laws and the DBR Regulations, maintaining high standards of ethical conduct in dealings with Solar Therapeutics Agent, registered patients, vendors, and the community.
8. To promote job satisfaction and employee retention, Solar Therapeutics will communicate clear performance expectations and deliver incentives in a fair and consistent manner across the company.
9. Solar Therapeutics will strictly adhere to behavior and harassment policies set forth in the Employee Handbook and will take prompt action to address questions, concerns, or complaints regarding work conditions, discrimination, or any other matter.
10. Solar Therapeutics Agents are expected to be present during department meetings as well as company-wide meetings.

4.2. Solar Therapeutics Dispensary Agents.

During the hours of operation, Agents are organized as either:

1. Cashiers complete sales transactions using the point-of-sale (POS) system.
2. Inventory Agents will be on site each shift for filling orders and ensuring products are properly labeled pursuant to state regulations.
3. Security Agents are charged with monitoring and maintaining safe and lawful operations.
4. There shall be other positions within the dispensary that will be filled and titled as deemed necessary.

4.3. Expected Staffing Levels.

1. During our hours of operation (which are subject to change), Solar Therapeutics Member Service and Retail Agents will be available for registered patients and caregivers and customers to assist with any questions they may have, provide information that is relevant to the patient's condition, and complete sales transactions using a Point of Sale ("POS") System.
2. Solar Therapeutics Inventory Agents will be on site, with the number of Agents on duty varying according to operational needs.

3. Inventory Agents will be dedicated to filling orders and ensuring products are properly labeled pursuant to Solar Therapeutics's labeling requirements prior to dispensing.
4. Security Agents will be available as needed with the number of Agents on duty varies according to operational needs.

4.4. Shifts.

The number of agents on duty for any shift vary according to operational needs, but the following is a general guideline:

1. Receptionist per shift: minimum 1; maximum 2
2. Security Agents per shift: minimum 1; maximum 3
3. Cashiers per shift: minimum 1; maximum 6
4. Inventory Associates per shift: minimum1; maximum 4
5. Trainers/Leads per shift: minimum1; maximum 5

4.5. Staffing Personnel Records include.

1. Job descriptions for each Agent and volunteer position, as well as organizational charts consistent with the job descriptions.
2. A personnel record for each Solar Therapeutics Agent. Such records will be maintained for at least twelve (12) months after termination of the Agent's affiliation with Solar Therapeutics and will include, at a minimum, the following:
   a. All materials submitted to the DBR pursuant to DBR Regulations;
   b. Documentation of verification of references;
   c. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
   d. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
   e. Documentation of periodic performance evaluations; and
   f. A record of any disciplinary action taken.
   g. Notice of completed responsible vendor and eight-hour related duty training.

3. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions.
4. Personnel policies, procedures and all background check reports obtained in accordance with DBR Regulations.

5. Related Documents

SOP Education and Training of Employees and Agents.

SOP Job Descriptions.

6. References

1. Purpose

Solar Therapeutics is committed to establishing policies and procedures to ensure the compliance of the Office of Cannabis Regulation within the Rhode Island Department of Business Regulation and the Rhode Island Department of Health. Solar Therapeutics is responsible for ensuring that all Department of Health Regulations as well as Executive Orders issued by the Governor of the State of Rhode Island concerning COVID-19 compliance are followed and regularly updated to include known best practices.

2. Definitions

Agent- means an employee of a marijuana establishment licensee including but not limited to managers, security staff, retail staff, transportation staff, and clerks.

Breakroom- means an indoor location at an establishment which has neither (a) operable windows or doors to the outside to allow for airflow; nor (b) adequate space to enable two (2) or more employees within the area to stay at least six (6) feet apart from each other, and which location is used by employees for breaks during work.

Cloth face covering- means a protective article that covers the wearer's mouth and nose.

Compassion Center- means that not-for-profit corporation, subject to the provisions of R.I. Gen. Laws Chapter 7-6, and is licensed under R.I. Gen. Laws § 21-28.6-12, that acquires, possesses, cultivates, manufactures, delivers, transfers, transports, supplies, or dispenses medical marijuana and or related supplies and education materials, to patients' cardholders, and/or their registered caregiver, cardholder or authorized purchaser.

COVID-19- means SARS-CoV-2.

COVID-19 Symptoms- means the occurrence of any of the symptoms of COVID-19, as set forth in CDC guidance, when they develop over a period of hours to days and cannot be explained by allergies or other non-infectious diseases. Such symptoms include, among others, sweating, chills, repeated shaking with chills, muscle pain, body aches or other symptoms consistent with fever, temperature measured above 100.4 F, cough congestion, sore throat, shortness of breath, headache, or new loss of taste or smell.

"DBR"- means the Department of Business Regulation and the Office of Cannabis Regulation within the Rhode Island Department of Business Regulation, depending on which is more applicable within the given usage.

"DOH"- means the Rhode Island Department of Health.

3. Responsibilities

This SOP applies to all individuals who are Agents or affiliated with Solar Therapeutics. Solar

Therapeutics management will update SOP's as needed per regulation or other mandates. This SOP will be reviewed at a minimum monthly or upon notification from DOH, DBR or the Governor's office of new regulations.

4. Procedures

4.1 Employees

1. All employees will be instructed on COVID-19 symptoms and the process for reporting those symptoms to their immediate manager. Upon notice of the symptoms the manager will immediately instruct that employee to get tested and quarantine pending results in accordance with the guidelines promulgated by the DOH. If positive that manager will inform all employees that shared a shift with that employee for the fourteen (14) days prior to the onset of symptoms and request that those employees get tested. The manager will then inform the agent assigned as the DOH liaison (216-RICR-50-15-7.4.1(1)(f)) of the positive test so that DOH may be notified.
    a) Any employee who does not wish to get tested will be required to quarantine for the next twenty-four (24) days, or the period of time promulgated by the DOH at the time of the acquired case, and their names will be forwarded to the DOH for possible exposure and contact tracing.
2. All employees will be screened for symptoms upon entering the Compassion Center. This will include questions as to symptoms as well a temperature check.
3. All employees will be provided with cloth face coverings and required to wear them while in the Compassion Center as required by 216-RICR-50-15-7.3(C).
4. All employees will be instructed not to carpool.
5. To the extent possible, employees will be grouped together in shifts and the members of one shift will not work with members of another to ensure that any exposure is mitigated.
6. To the extent possible, employees will be required to maintain physical distancing, when physical distancing is not possible they will be required to minimize the time of exposure as required by 216-RICR-50-15-7.3 (A)(1).
7. A log of all employees containing the date and time they worked.
8. Pursuant to 216-RICR-50-15-7.4.8 all breakrooms will be off limits for social gatherings or congregating at all times through at least January 15, 2021.

4.2 Cleaning

1. Pursuant to 216-RICR-50-15-7.4.1(A)(1) The Compassion Center will be cleaned thoroughly daily.

a. A log of the date, time and name of the employee cleaning a specific area will be maintained in that area.

2. The Compassion Center will be deep cleaned by a professional cleaning company at lease once weekly.
3. Employees will be instructed, and spot checked on cleaning surface areas in heavily trafficked locations regularly throughout the day.

4. 3 Medical Marijuana Patients

1. Patients will be screened at the front door upon entering the Compassion Center for any COVID-19 symptoms as required by 216-RICR-50-15-7.4.1(A)(2)
    a) The screening will include:
        1) a verbal check by a masked employee.
        2) a checklist promulgated by the Department of Health indicating that all Patients entering the Compassion Center must self-screen.
        3) a temperature check.
    b) Any patient who shows or acknowledges symptoms, or who has knowledge of a recent exposure, will be requested to leave the premises and the DOH will be notified by the DOH liaison.
2. Patients will be required to maintain social distancing by standing on designated floor markers as required by 216-RICR-50-15-7.3(A)
    a) All floor markers will be of a non-permanent type so they may be quickly and easily moved to maintain best practices set forth by the DOH.
3. Number of patients permitted in the establishment will be limited to the percentage of occupancy allowed by the DOH at that time.
4. To the extent applicable, pursuant to 216-RICR-50-15-7.4.3(A)(1) no samples or application of personal goods will be permitted unless they are done so with single use applicators or no-touch options.

5. Related Documents

COVID-19 Control Plan

6. References

216-RICR-50-15-7.2- Definitions

216-RICR-50-15-7.3- Universal Practices

216-RICR-50-15-7.4.1- Universal Rules for All Establishments

216-RICR-50-15-7.4.3- Retail Specific Requirements

OPTION AGREEMENT

THIS OPTION AGREEMENT ("Agreement") is made as of the 11th day of December, 2020, between **570 NOOSENECK HILL, LLC**, a Rhode Island limited liability company ("Landlord"), with an address of 570 Nooseneck Hill Road, Exeter, Rhode Island, and **SOLAR THERAPEUTICS, INC.**, a Massachusetts corporation ("Tenant"), with an address of 1400 Brayton Point Road, Somerset, Massachusetts.

WHEREAS, Landlord is the owner of that certain real property with all improvements thereon located at 570 Nooseneck Hill Road, Exeter, Rhode Island (the "Property").

WHEREAS, Tenant has applied for a license ("License") with the Rhode Island Department of Health ("RIDOH") to operate a medical marijuana compassion center in the area in which the Property is located (the "Territory"), it being understood that one such License will be granted within said Territory.

WHEREAS, if Tenant is awarded the License, Tenant wishes to lease from Landlord, and Landlord would be willing to lease to Tenant, upon the terms and conditions set forth in the Lease Agreement ("Lease Agreement") attached as Exhibit B, Unit 1 and a portion of Unit 2 at the Property as further described in the Lease Agreement (the "Premises").

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants and benefits herein contained, the parties agree as follows:

1. Grant of Option. Subject to the terms and conditions herein, Landlord grants to Tenant an option to lease the Premises (the "Option") on the terms and conditions set forth in the Lease Agreement so long as Tenant is awarded the License by the RIDOH.

2. Payment. During the Option Period, on the first day of each month (it being understood there shall be no grace period for payments hereunder), Tenant shall pay to Landlo[redacted]enant's rights hereunder. Each payment by Tenant hereunder shall be deemed earned in full by Landlord on the first day of each month, and no portion thereof shall be reimbursable to Tenant or apportioned in any manner.

3. Term. This Option shall commence January 1, 2021 and continue in full force and effect until the earliest to occur of (a) the exercise of the Option following the grant of the License to Tenant for the Territory, or (b) the date that RIDOH awards a License to any party other than Tenant for a medical compassion center within the

EFDM

Territory, or (c) the date designated by Landlord by written notice to Tenant sent after August 20, 2021 (the "Option Period"), which designated date shall be no less than thirty (30) days after said notice. Upon termination of this Agreement as provided herein, all rights of Tenant hereunder shall cease and be of no further force or effect.

4. Exercise of Option. If Tenant is granted the License, the Option shall be deemed exercised on the date of License issuance, the Lease Agreement shall become effective as of such date.

5. Landlord's Lease Rights. During the Option Period, Landlord may utilize the Premises for any reason and Tenant shall have no rights therein. Notwithstanding anything to the contrary herein or in the Lease Agreement, if Tenant exercises the Option, Landlord shall have the greater or sixty (60) days from the date on which the Option was exercised or the time period set forth in the Lease Agreement to deliver the Premises to Tenant in the form required under the Lease Agreement.

6. Third Party Option Grants. Tenant acknowledges that Landlord may grant the same or similar Options to other entities and individuals that have also submitted applications with RIDOH for a License within the Territory, and that doing so shall not constitute a breach of this Agreement by Landlord nor give rise to any claims of any kind by Tenant.

7. Default.

a. If Tenant breaches any provision herein, this Agreement shall be rendered void, Landlord shall be entitled to retain all amounts received hereunder and all liabilities and obligations of each party hereunder shall immediately cease.

b. If Landlord breaches any provision of this Agreement, Tenant's sole remedy shall be either (a) refund of all payments received by Landlord hereunder, or (b) specific enforcement.

8. Construction of Agreement. This Agreement, executed in multiple originals, is to be construed as a Rhode Island contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be amended only by a written instrument executed by both the Landlord and Tenant. The captions are used only as matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.

EFDTA

9. Notices. Any and all written notices required herein shall be deemed properly given upon the earlier of (i) deposit with the United States Postal Service if sent by registered or certified mail, return receipt requested, postage prepaid, (ii) tender if delivered by hand, to the addresses set forth below, (iii) deposit with a recognized overnight carrier, to the address below:

If to Landlord:

Attn: Erik Stephens
570 Nooseneck Hill, LLC
570 Nooseneck Hill Road
Exeter, Rhode Island 02822

With a copy to Landlord's counsel:

Attn: Richard J. Land
Chace Ruttenberg & Freedman, LLC
One Park Row, Suite 300
Providence, Rhode Island 02903

If to Tenant:

Attn: Edward Dow, III
Solar Therapeutics, Inc.
1400 Brayton Point Road
Somerset, Massachusetts 02725

With a copy to Tenant's counsel:

Thomas P. Killoran, Esquire
Killoran & Killoran, P.C.
350 North Main Street
Fallriver, MA 02720
508-675-9100
tkilloran@killoranlaw.com

Either party may change its address for receipt of notice by giving written notice as set forth above.

10. Time of the Essence. Time is of the essence with respect to every provision hereof.

11. Recording. The Tenant shall not record this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed under seal as of the date first written above.

LANDLORD:

570 Nooseneck Hill, LLC

By: _____
Erik Stephens, Manager
12/14/2020

TENANT:

Solar Therapeutics, Inc.

By: _____
Edward Dow, III, President
12/11/2020

Town of Exeter, RI

APPLICATION FOR LAND DEVELOPMENT, SUBDIVISION OF LAND, AND/OR DEVELOPMENT (SITE) PLAN REVIEW

APPLICATION TYPE: **All applications must have completed checklist attached by applicant

	Minor	Major
___Pre-Application	_____Preliminary Plan	_____Master Plan
___Administrative Subdivision	_____Final Plan	_____Preliminary Plan
_✓_Development Plan Review		_____Final Plan
___Other _____		

1. Date of Application: Dec 10, 2020
2. Applicant's Name: Solar Therapeutics Rhode Island, Inc.
   Street Address: One Turks Head Place Suite 1200
   City, State, & Zip Code: Providence, RI 02903
   Telephone: 401-453-1200 Fax: _____
   E-mail Address nhemond@dannowerett.com
3. Property Owner's Name (If Not Applicant): 570 Nooseneck Hill, LLC
   Street Address: 570 Nooseneck Hill Rd, Exeter, RI
   City, State & Zip Code: Exeter, RI 02822
   Telephone: 401-284-4200, 8789 Fax: _____
   E-mail Address _____
4. Applicant's Engineer/Surveyor: Joe Casali
   Street Address: 300 Post Rd
   City, State & Zip Code: Warwick, RI
   Telephone: 401-944-1300 Fax: _____
5. Assessor's Plat, Block & Lot Number(s): AP 44 BLOCK 2 LOT (S) 5
6. Address of Application 570 Nooseneck Hill Rd
7. Name of Proposed Subdivision or Development: Solar Therapeutics Compassion Center
8. Frontage Road: _____
9. Current Zoning of Property: _____
10. Zoning Board Action Required: ☐ Yes ☑ No Variance: ☐ Yes ☑ No Special Use Permit: ☐ Yes ☑ No
11. Waivers Requested from Regulations: ☐ Yes ☑ No. Explain (if Yes): _____
12. Type Development: ☐ Residential ☑ Other
13. Total Project Area in Acres: _____ Number of Proposed Lots: 1
14. Has this property been subdivided since 1977? ☐ Yes ☑ No
15. Application Fee Enclosed: Amount Received: $ _____ Check # _____
16. Consultant Fee Required: ☐ Yes ☑ No Amount Received: $ _____

Applicant Name: Edward Dow (PRINT) Applicant Signature: _____ Date: 12/12/2020

Owner Name: Erik Stephens (PRINT) Owner Signature _____ Date: 12/14/2020

Town of Exeter, RI

APPLICATION FOR LAND DEVELOPMENT, SUBDIVISION OF LAND, AND/OR DEVELOPMENT (SITE) PLAN REVIEW

APPLICATION FEE SCHEDULE: (This is a summary only. Please refer to the Subdivision Regulations, Section 3.3, for complete details of application, review, and inspection fees.)

TYPE OF DEVELOPMENT APPLICATION	PRE-APPLICATION CONFERENCE	MASTER PLAN	PRELIMINARY PLAN/ HEARING	FINAL PLAN/ APPROVAL
Administrative Subdivision	NA	NA	NA	$100
Minor Subdivision (Including RRC)	$100 for 2 mtgs. $100 per additional mtgs.	NA	$200+ $50/lot/unit	$100
Major Subdivision Land Development Project (Including RRC)	$200 +20/lot/unit for 2 mtgs.	$300+ 50/lot/unit (Residential)	$500+100/lot/unit (Residential)	$100 + 20/lot/unit (Residential)
Hearing costs, Review and Inspection Fees	NA	To be placed in escrow prior to review per 3.3.C	To be placed in escrow prior to review per 3.3.C	To be paid in full prior to finalapproval per 3.3.C
Development Plan Review*	$100 plus $.05/sf of gross floor area	$100 plus $.05/sf of gross floor area	$100 plus $.05/sf of gross floor area	$100 plus $.05/sf of gross floor area
Solar Fees: fees are calculated by the square footage of the area where the panels are located including rows and interspacing between panels unless otherwise noted				
Ground Mount Solar –DPR*	$200	N/A	$300 plus $.02/sf	$250 plus $.02/sf
Ground Mounted –Major Land Dev.*	$200	$300 plus $.02/sf	$300 plus $.02/sf	$250 plus $.02/sf
Extension Request	$100		Erosion Control	$100

*** No single stage of review can have a calculated fee that exceeds $5000 minus the base fee. If the calculated fee minus the base fee exceeds $5000, the fee shall be capped at $5000 for each stage of review**

Make checks payable to: Town of Exeter

Town of Exeter, RI

2021 PLANNING BOARD MEETING DATES

(All meetings are on a Tuesday unless otherwise noted)

MEETING DATE		*DEADLINE FOR APPLICATIONS
January 12, 2021	Work Session	
January 26, 2021	Regular Meeting	January 7, 2021
February 9, 2021	Work Session	
February 23, 2021	Regular Meeting	February 4, 2021
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May 11, 2021	Work Session	
May 25, 2021	Regular Meeting	May 6, 2021
June 8, 2021	Work Session	
June 22, 2021	Regular Meeting	June 3, 2021
July 13, 2021	Work Session	
July 27, 2021	Regular Meeting	July 8, 2021
August 10, 2021	Work Session	
August 24, 2021	Regular Meeting	August 5, 2021
September 14, 2021	Work Session	
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November 23, 2021	Regular Meeting	November 4, 2021
December 14, 2021 NO 2nd MEETING	Work Session	

All meetings start at 6:30 p.m. and are limited to 3 hours, unless extended by vote of the Planning Board. Meetings are held at 675 Ten Rod Rd, Exeter unless otherwise indicated and subject to the R.I. Department of Health Regulations due to Covid-19.

**New applications for major land development projects and subdivisions are due one month before meeting date.*

TOWN OF EXETER, RHODE ISLAND

ZONING CERTIFICATE No. 4410-205

Date: 7 Dec 20

1. APPLICATION

APPLICANT: Solar Therapeutics C/O Nick Hemond (570 Nooseneck Hill LLC)

PROPERTY ADDRESS: 570 Nooseneck Hill Rd

PLAT 46 BLOCK 2 LOT 5 ZONING DISTRICT B

PROPOSED USE OF PREMISES: Marijuana Compassion Center

DIMENSION OF PROPOSED BUILDINGS/STRUCTURES: existing

SECTION OF ZONING ORDINANCE WHICH **PERMITS** THIS USE: 2.4.72a, 12.2 Requires Development Plan Review by Planning Dept

SIGNATURE: [signature] PRINT: Nicholas Hemond

MAILING ADDRESS: 1 Turks Head Bldg Flr, Prov, RI 02903

TELEPHONE # 401-453-1200 EMAIL: tmiller@darroweverett.com

SECTION(S) OF THE ZONING ORDINANCE WHICH **PROHIBIT(S)** THIS USE:

Per Section 2.5 Appendix A of the Exeter Code of Ordinances, this application requires review by the Town Planner/Planning Board known as Development Plan Review: ☒ YES ☐ NO

Note: The Zoning Inspector may require that copies of plans and specifications and such other information as he may deem necessary be filed with this application.

2. CERTIFICATE

I hereby certify that the proposed use, structure or sign as described above: ☒ DOES CONFORM ☐ DOES NOT CONFORM

Date: 7 Dec 20

[signature]
ZONING INSPECTOR

Distribution of copies: 1. (White) INSPECTOR 2.(Yellow) BOARD OF REVIEW 3. (Pink) APPLICANT

Rev 10/2019

RECEIVED

DEC 14 2020

TOWN OF EXETER
CLERK'S OFFICE

Town of Exeter, RI

APPLICATION FOR LAND DEVELOPMENT, SUBDIVISION OF LAND, AND/OR DEVELOPMENT (SITE) PLAN REVIEW

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   Telephone: 401-453-1200 Fax: ___
   E-mail Address nhemond@dowgerrett.com
3. **Property Owner's Name** (If Not Applicant): 570 Nooseneck Hill, LLC
   Street Address: 570 Nooseneck Hill Rd, Exeter, RI
   City, State & Zip Code: Exeter, RI 02822
   Telephone: 401-284-4200, 8789 Fax: ___
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   Telephone: 401-944-1300 Fax: ___
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Applicant Name: Edward Dow (PRINT) Applicant Signature: [signature] Date: 12/12/2020

Owner Name: Erik Stephens (PRINT) Owner Signature [signature] Date: 12/14/2020

Rev. 6/18

RECEIVED
DEC 14 2020
TOWN OF EXETER
CLERK'S OFFICE

Town of Exeter, RI

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Make checks payable to: Town of Exeter

RECEIVED
DEC 14 2020
TOWN OF EXETER
CLERK'S OFFICE

Town of Exeter, RI

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**New applications for major land development projects and subdivisions are due one month before meeting date.*

Solar Therapeutics Rhode Island, Inc.
570 Nooseneck Hill Rd.

- The proposed facility located at 570 Nooseneck Hill Rd. is set back approximately 250 feet from Nooseneck Hill Rd. and approximately 150 feet from Teft Hill Rd. This will ensure that foot or motor vehicle traffic on either road cannot see marijuana products inside.
- The proposed facility will have frosted windows that completely prevent any persons walking or driving by, to include those who stop to look through the windows, from being able to see marijuana products inside.
- The proposed facility will not advertise their marijuana products in the windows of their establishment.

CC Exhibit F – Compassion Center Premises Requirements

Attach hereto as CC Exhibit F, per § 1.2(C)(4)(f) of the Regulations, is all the information responsive to paragraphs (i) through (vi) below.

Is the applicant proposing **alternative locations** in the same zone under this application?

Yes ☐ **No** ☒

If "Yes", then Application must provide a complete response to paragraphs (i) through (vi) below for each proposed location.

Applicant's response must demonstrate its understanding of, and ability to comply with, the requirements under the Act and the Regulations and include without limitation:

i. A description of the proposed Licensed Premises, including street address, plat/lot number and zoning district.

ii. Evidence of compliance for the location(s) with the local zoning laws in the form of a certificate or letter from an authorized zoning official;

iii. Evidence that the physical location is not located within one thousand feet (1,000') of the property line of a preexisting public or private school in compliance with R.I. Gen. Laws § 21-28.6-12(f)(2) as demonstrated by a GIS Map or other similar municipal map showing Applicant's property, and the 1,000 foot distance from the property line of any schools;

iv. A draft diagram, shown to scale, no smaller than 8.5" by 11" and no larger than 11" X 17", of the proposed facilities showing:

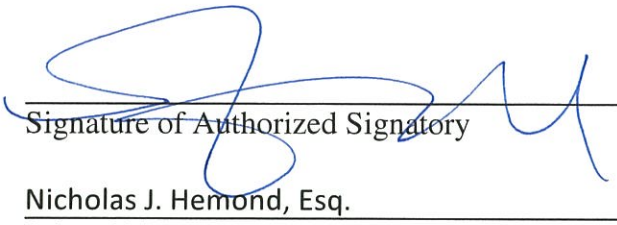
(1) Where medical marijuana will be stored, processed, packaged, manufactured and dispensed;
(2) The restricted-access areas, limited-access areas, walls, partitions, entrances, exits and location of security alarms, cameras, and surveillance recording equipment locations;
(3) Patient access areas including areas designated for patient enrollment, waiting, and education;
(4) Any public transportation services nearby,
(5) A diagram of all proposed on-site and off-site parking capacity (including spaces for persons with disabilities);
(6) How the facility will provide ADA-compliant access for persons with disabilities; and
(7) The location of the facility relative to streets and other public areas, and any other relevant information;

v. A description of objective parameters (such as distances from streets and public areas) and/or proposed measures (such as black-out window shades) that ensure that marijuana at the premises shall not be visible from the street or other public areas; and

vi. Documents evidencing either ownership of property or lease agreement with owner of property to allow the operation of a compassion center on the property, if property has already been purchased or leased at the time of the application or a signed letter of intent for such a sale or lease.

Exhibit F Signature page

[ATTACH AND SIGN BELOW]



Signature of Authorized Signatory

12/15/2020
Date

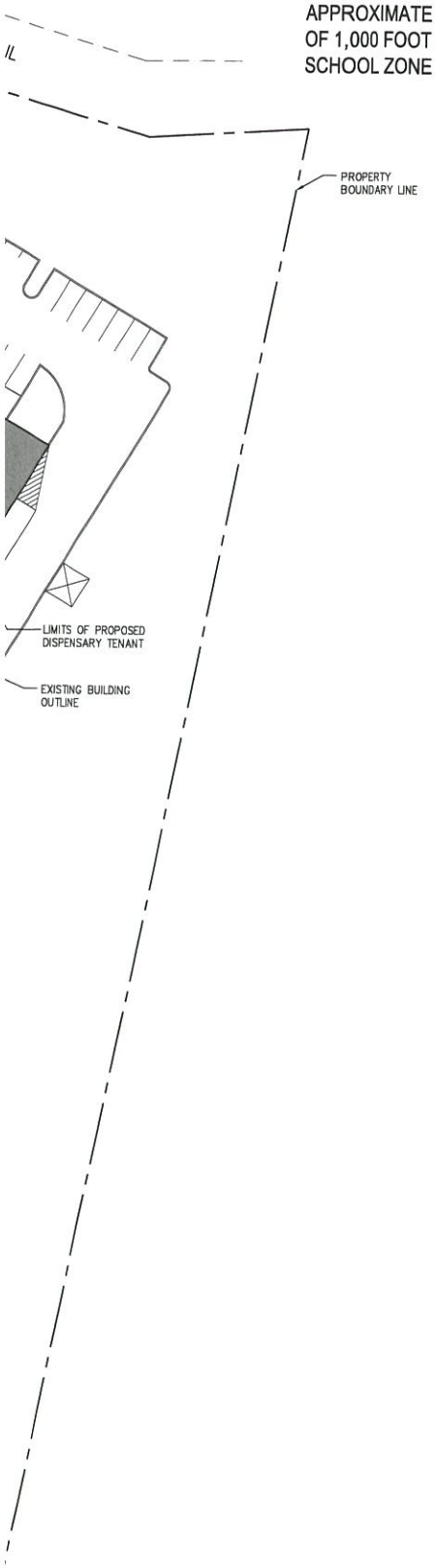
Nicholas J. Hemond, Esq.
Printed Name
Print Title: Director
Print Name of Applicant/Licensee: Solar Therapeutics Rhode Island, Inc.

PROPERTY BOUNDARY LINE

APPROXIMATE LIMITS OF 1,000 FOOT PERIMETER SCHOOL ZONE SETBACK

LOCUS PLAN

NOT TO SCALE



0 20 40 80 160

SCALE IN FEET
1 INCH = 40 FEET

PRELIMINARY
NOT FOR CONSTRUCTION

WILLIAM STARCK ARCHITECTS, INC.
126 COVE STREET
FALL RIVER, MASSACHUSETTS 02720
10 DORRANCE STREET, SUITE 700
PROVIDENCE, RI 02903
T: 508.679.5733
F: 508.672.8556
WWW.STARCKARCHITECTS.COM

SOLAR Sustainable cannabis.

SOLAR THERAPEUTICS
570 NOOSENECK HILL ROAD
EXETER RI 02822

REVISIONS:

SCALE:	AS NOTED
DATE:	12/10/2020
DRAWN BY:	MP
JOB NUMBER:	20-145

DRAWING NAME:
ARCHITECTURAL CONCEPTUAL SITE PLAN

DRAWING NUMBER:
AS1.0

COMMENTS:

These plans, drawings, designs, specifications and other arrangements on this sheet are and shall remain the property of William Starck Architects. No part thereof shall be copied, disclosed to others, or used in connection with any work or project, other than the specified project for which they have been prepared and developed, without the express knowledge and written consent of William Starck Architects.